

**BEFORE SUBMITTING YOUR BID**

- 1. Use pen and ink to complete the Bid.**
- 2. Have you signed and completed the Contract Agreement, Offer & Award Forms?**
- 3. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.**
- 4. Have you included prices for all Bid Items? ("Zero is not considered a bid price.")**
- 5. Have you included a bid guarantee? Acceptable forms are:**
  - A. Bid Bond on the Department's prescribed form for 5% of the Bid Amount. (Or forms that do not contain any significant variations from the Department's forms as solely determined by the Department.)**
  - B. Official Bank Check, Cashier's Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.**
- 6. If the written Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta. Other means, such as U.S. Postal Services' Express Mail has proven not to be reliable.**

**AND FOR FEDERAL AID PROJECTS**

- 7. Have you included your DBE Utilization commitment in the proper amounts and signed the DBE Certification?**

**If you need further information regarding Bid preparation, call the DOT Contracts Section at (207)624-3410.**

**For complete specifications regarding bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, Revision December 2002.**

# NOTICE

**The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.**

**Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes at the MDOT Contracts mailbox at: [MDOT.contracts@maine.gov](mailto:MDOT.contracts@maine.gov). Each bid package will require a separate request.**

**Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.**

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contract Rebecca Pooler at [rebecca.pooler@maine.gov](mailto:rebecca.pooler@maine.gov).

# NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

*This should not be much of a change for those of you who use Federal Express or similar services.*

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION**  
Bid Guaranty-Bid Bond Form

**KNOW ALL MEN BY THESE PRESENTS THAT**\_\_\_\_\_

\_\_\_\_\_, of the City/Town of \_\_\_\_\_ and State of \_\_\_\_\_

as Principal, and \_\_\_\_\_ as Surety, a

Corporation duly organized under the laws of the State of \_\_\_\_\_ and having a usual place of

Business in \_\_\_\_\_ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of \_\_\_\_\_ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of \_\_\_\_\_

\_\_\_\_\_ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WITNESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL:

By \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

SURETY:

By \_\_\_\_\_

By: \_\_\_\_\_

Name of Local Agency: \_\_\_\_\_

# NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required.

# REQUEST FOR INFORMATION

Response By:\_\_\_\_\_ Date:\_\_\_\_\_

# INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

## The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

## SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone and fax number.

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations.

# NOTICE

## Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder must submit the Disadvantaged Business Enterprise Proposed Utilization form by close of Business (4:30 P.M.) on Bid day.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form must be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact Equal Opportunity at (207) 624-3066.

MDOT's DBE Directory of Certified firms can also be obtained at [http://www.state.me.us/mdot/humnres/o\\_equalo/cdwbed\\_h.htm](http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm)



# CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION PLAN

Low Bidder shall furnish completed form to Contracts Section by 4:30 P.M. on Bid Opening day.

TO: MDOT Contracts Section  
16 State House Station,  
Augusta, Me 04333-0016  
or  
Fax: 207-624-3431

Contractor: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

BID PRICE: \$ \_\_\_\_\_ FEDERAL PROJECT # \_\_\_\_\_ LOCATION: \_\_\_\_\_

TOTAL DBE PARTICIPATION AS A PERCENT OF TOTAL BID PRICE = \_\_\_\_\_ %

DBE Firm*	Unit/Item Cost	Unit #	Description of work & Item Number	Actual \$ Value
Total >				

If no DBE firm(s) are used, bidder must document efforts made to secure DBE participation and attach supporting evidence of this effort:

\_\_\_\_\_  
\_\_\_\_\_.

Examples: Bidder relies wholly upon low quote subcontractor section, DBE firm(s) were not low quote.  
No DBE firms bid.

\*Only DBE firms certified by MDOT prior to bidding can be utilized by Contractor for DBE credit.  
Directory of certified DBEs is available on MDOT's website: [www.state.me.us/mdot](http://www.state.me.us/mdot)

Equal Opportunity Use:

Plan received \_\_\_\_/\_\_\_\_/\_\_\_\_ Verified by: \_\_\_\_\_ Action: \_\_\_\_\_



## Office of Human Resources

### Equal Opportunity

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## MAINE DEPARTMENT OF TRANSPORTATION

Certified Disadvantaged and Women Business Enterprise

DBE DIRECTORY - MINORITY OWNED

WBE DIRECTORY - WOMEN OWNED

WEBSITE FOR DIRECTORY CAN BE FOUND AT:

[http://www.state.me.us/mdot/humnres/o\\_equalo/cdwbed\\_h.htm](http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm)

*It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listings.*

## STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for excavation, embankment and drainage in the towns of Prospect and Verona" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on July 21, 2004, and at that time and place publicly opened and read. Bids will be accepted from contractors prequalified by the Department of Transportation for Bridge or Highway projects. All other Bids may be rejected. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening.** Until further notice,, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. BR- 7965(510)X , PIN 7965.51

Location: In Waldo County, project is located on US Rte 1 Approach work for the new Prospect / Verona Bridge.

Outline of Work: Excavation, Embankment and Drainage and other incidental work.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at <http://www.state.me.us/mdot/project/design/homepg.htm> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Project Manager Tom Doe** at (207)624-3431. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207)624-3007.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Division Office in Division 2 Ellsworth. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans \$86.00 (\$92.00 by mail). Half size plans \$43.00 (\$46.50 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$115,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. Standard Detail updates can be found at <http://www.state.me.us/mdot/project/design/homepg.htm>

The right is hereby reserved to the MDOT to reject any or all bids.

Augusta, Maine  
June 23, 2004



JOHN E. DORITY  
CHIEF ENGINEER

**SPECIAL PROVISION 102.7.3**  
**ACKNOWLEDGMENT OF BID AMENDMENTS**  
**&**  
**SUBMISSION OF BID BOND VALIDATION NUMBER (IF APPLICABLE)**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

BID

DATE OF OPENING :

CALL ORDER :

CONTRACT ID : 007965.51

PROJECTS

-----  
BR-7965(510)X

COUNTY : WALDO

## MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 1

## SCHEDULE OF ITEMS

DATE: 040616

REVISED:

CONTRACT ID: 007965.51

PROJECT(S): BR-7965(510)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS   CTS	BID AMOUNT DOLLARS   CTS
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## SECTION 0001 BRIDGE ITEMS

0010	107.51 PROSECUTION OF WORK - INITIAL SCHEDULE	LUMP	LUMP	
0020	107.52 PROSECUTION OF WORK - MONTHLY UPDATE	16.000		
		EA		
0030	201.11 CLEARING	6.000		
		AC		
0040	203.211 PRESPLITTING ROCK	23300.000		
		LF		
0050	203.22 UNCLASSIFIED EXCAVATION	158000.000		
		CY		
0060	203.25 GRANULAR BORROW	88.000		
		CY		
0070	211.40 NEW DITCH EXCAVATION	260.000		
		LF		
0080	304.08 AGGREGATE BASE COURSE - SCREENED	77.000		
		CY		
0090	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	5200.000		
		CY		
0100	403.207 HOT MIX ASPHALT 19.0 MM HMA	600.000		
		T		

## MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 2

## SCHEDULE OF ITEMS

DATE: 040616

REVISED:

CONTRACT ID: 007965.51

PROJECT(S): BR-7965(510)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	CTS	BID AMOUNT DOLLARS	CTS
0110	403.209 HOT MIX ASPHALT 9.5 MM HMA (SIDEWALKS, DRIVES, INCIDENT ALS)	33.000 T				
0120	510.10 SPECIAL DETOUR 34 FT. ROADWAY WIDTH	LUMP	LUMP			
	VEHICULAR & PEDESTRIAN TRAFFIC NOT SEPARATED					
0130	603.15 12 INCH CULVERT PIPE OPTION I	28.000 LF				
0140	603.16 15 INCH CULVERT PIPE OPTION I	96.000 LF				
0150	603.179 18 INCH CULVERT PIPE OPTION III	164.000 LF				
0160	603.19 24 INCH CULVERT PIPE OPTION I	122.000 LF				
0170	603.199 24 INCH CULVERT PIPE OPTION III	64.000 LF				
0180	603.20 30 INCH CULVERT PIPE OPTION I	48.000 LF				
0190	604.072 CATCH BASIN TYPE A1-C	1.000 EA				
0200	604.09 CATCH BASIN TYPE B1	1.000 EA				
0210	604.161 ALTERING CATCH BASIN	2.000				

## MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 3

## SCHEDULE OF ITEMS

DATE: 040616

REVISED:

CONTRACT ID: 007965.51

PROJECT(S): BR-7965(510)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	609.34 CURB TYPE 5	534.000				
		LF				
0230	609.35 CURB TYPE 5 - CIRCULAR	9.000				
		LF				
0240	610.08 PLAIN RIPRAP	55.000				
		CY				
0250	610.18 STONE DITCH PROTECTION	710.000				
		CY				
0260	615.07 LOAM	74.000				
		CY				
0270	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY	1.000				
		UN				
0280	618.1401 SEEDING METHOD NUMBER 2 - PLAN QUANTITY	38.000				
		UN				
0290	618.1411 SEEDING METHOD NUMBER 3 - PLAN MEASURE	81.000				
		UN				
0300	619.1201 MULCH - PLAN QUANTITY	130.000				
		UN				
0310	619.1401 EROSION CONTROL MIX	240.000				
		CY				
0320	620.58 EROSION CONTROL GEOTEXTILE	960.000				
		SY				



## MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 4

## SCHEDULE OF ITEMS

DATE: 040616

REVISED:

CONTRACT ID: 007965.51

PROJECT(S): BR-7965(510)X

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	CTS	BID AMOUNT DOLLARS	CTS
0330	629.05 HAND LABOR, STRAIGHT TIME	40.000 HR				
0340	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	40.000 HR				
0350	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	40.000 HR				
0360	631.22 FRONT END LOADER (INCLUDING OPERATOR)	40.000 HR				
0370	631.36 FOREPERSON	40.000 HR				
0380	637.071 DUST CONTROL	LUMP	LUMP			
0390	639.18 FIELD OFFICE TYPE A	1.000 EA				
0400	652.39 WORK ZONE TRAFFIC CONTROL	LUMP	LUMP			
0410	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0420	659.10 MOBILIZATION	LUMP	LUMP			
0430	660.21 ON-THE-JOB TRAINING (BID)	4000.000 HR				

MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 5

SCHEDULE OF ITEMS

DATE: 040616

REVISED:

CONTRACT ID: 007965.51

PROJECT(S): BR-7965(510)X

CONTRACTOR : \_\_\_\_\_

LINE	ITEM		APPROX.		UNIT PRICE		BID AMOUNT
NO	DESCRIPTION		QUANTITY		-----		-----
			AND UNITS		DOLLARS   CTS		DOLLARS   CTS
	TOTAL BID						

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

\_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **7965.51**, for the **Excavation, Embankment and Drainage** in the towns of **Prospect and Verona**, County of **Waldo**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **May 15, 2006**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

### **C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \_\_\_\_\_

\$\_\_\_\_\_ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN.NO. 7965.51 Prospect / Verona, Excavation, Embankment and Drainage,**

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

\_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **7965.51**, for the **Excavation, Embankment and Drainage** in the towns of **Prospect and Verona**, County of **Waldo**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **May 15, 2006**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

### **C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \_\_\_\_\_

\$\_\_\_\_\_ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**



The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN.NO. 7965.51 Prospect / Verona, Excavation, Embankment and Drainage,**

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

**(Name of the firm bidding the job)**

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)**

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **1224.00**

for the **Hot Mix Asphalt Overlay** in the town/city of **West Eastport**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **November 15**, 2003. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents) \$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay**

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

\_\_\_\_\_  
Date  
  
\_\_\_\_\_  
(Witness Sign Here)  
Witness

CONTRACTOR  
  
\_\_\_\_\_  
(Sign Here)  
(Signature of Legally Authorized Representative  
of the Contractor)  
  
\_\_\_\_\_  
(Print Name Here)  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
(Witness)

BOND # \_\_\_\_\_

CONTRACT PERFORMANCE BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **and the State of** \_\_\_\_\_, as principal,  
and \_\_\_\_\_,  
a corporation duly organized under the laws of the State of \_\_\_\_\_ and having a  
usual place of business \_\_\_\_\_,  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum  
of \_\_\_\_\_ **and 00/100 Dollars (\$** \_\_\_\_\_ **)**,  
to be paid said Treasurer of the State of Maine or his successors in office, for which  
payment well and truly to be made, Principal and Surety bind themselves, their heirs,  
executors and administrators, successors and assigns, jointly and severally by these  
presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly and faithfully performs the Contract, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State  
of Maine.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20....

WITNESSES:

Signature.....

Print Name Legibly .....

Signature .....

Print Name Legibly .....

SURETY ADDRESS:

.....

.....

.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....

Print Name Legibly .....

SURETY:

.....

Print Name Legibly .....

NAME OF LOCAL AGENCY:

ADDRESS .....

.....

.....

.....

BOND # \_\_\_\_\_

CONTRACT PAYMENT BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **and the State of** \_\_\_\_\_, as principal,  
and \_\_\_\_\_  
a corporation duly organized under the laws of the State of \_\_\_\_\_ and having a  
usual place of business in \_\_\_\_\_,  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use  
and benefit of claimants as herein below defined, in the sum of  
\_\_\_\_\_ **and 00/100 Dollars (\$** \_\_\_\_\_ **)**  
for the payment whereof Principal and Surety bind themselves, their heirs, executors and  
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly satisfies all claims and demands incurred for all  
labor and material, used or required by him in connection with the work contemplated by  
said Contract, and fully reimburses the obligee for all outlay and expense which the  
obligee may incur in making good any default of said Principal, then this obligation shall  
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a  
Subcontractor of the Principal for labor, material or both, used or reasonably required for  
use in the performance of the contract.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 ..

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly .....

SURETY:

Signature.....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

ADDRESS .....

TELEPHONE .....



General Decision Number ME030009 06/13/2003 ME9

Superseded General Decision No. ME020009

State: Maine

Construction Type:  
HIGHWAY

County(ies):

AROOSTOOK	KNOX	SAGADAHOC
FRANKLIN	LINCOLN	SOMERSET
HANCOCK	OXFORD	WALDO
KENNEBEC	PISCATAQUIS	YORK

HIGHWAY CONSTRUCTION PROJECTS excluding major bridging (for example: bascule, suspension and spandrel arch bridges; those bridging waters presently navigating or to be navigatable; and those involving marine construction in any degree); tunnels, building structures in rest area projects and railroad construction.

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

AROOSTOOK	KNOX	SAGADAHOC
FRANKLIN	LINCOLN	SOMERSET
HANCOCK	OXFORD	WALDO
KENNEBEC	PISCATAQUIS	YORK

ENGI0004V 04/01/2003

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Pavers	16.51	6.00
Rollers	16.51	6.00

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SUME4024A 10/24/2000

	Rates	Fringes
CARPENTERS	11.60	1.51
IRONWORKERS		
Structural	12.03	1.58
LABORERS		
Drillers	10.00	2.50
Flaggers	6.00	
Guardrail Installers	7.92	
Landscape	7.87	.16
Line Stripper	8.69	.23
Pipelayers	9.21	2.31
Rakers	9.00	1.51
Sign Erectors	10.00	
Unskilled	8.66	1.38
Wheelman	8.50	.43
POWER EQUIPMENT OPERATORS		
Backhoes	11.87	2.05
Bulldozers	12.33	2.88

Cranes	14.06	1.75
Excavators	12.38	2.48
Graders	13.06	3.73
Loaders	11.41	2.87
Mechanics	13.18	2.57

#### TRUCK DRIVERS

Dump	9.35	3.10
Tri axle	8.70	1.18
Two axle	8.56	2.19

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

□

SPECIAL PROVISION  
CONSTRUCTION AREA

A Construction Area located in the **Towns of Prospect -Verona** has been established by the Maine Department of Transportation in accordance with provisions of Title 29, Section 1703, Maine Revised Statutes Annotated.

- (a) The section of highway under construction beginning Sta. 357+00 to Sta. 395+00 of the construction center line, plus approaches.
- (b) (Route US 1) from Sta. 357+00 to Sta. 395+00 of the construction center line, plus approaches.

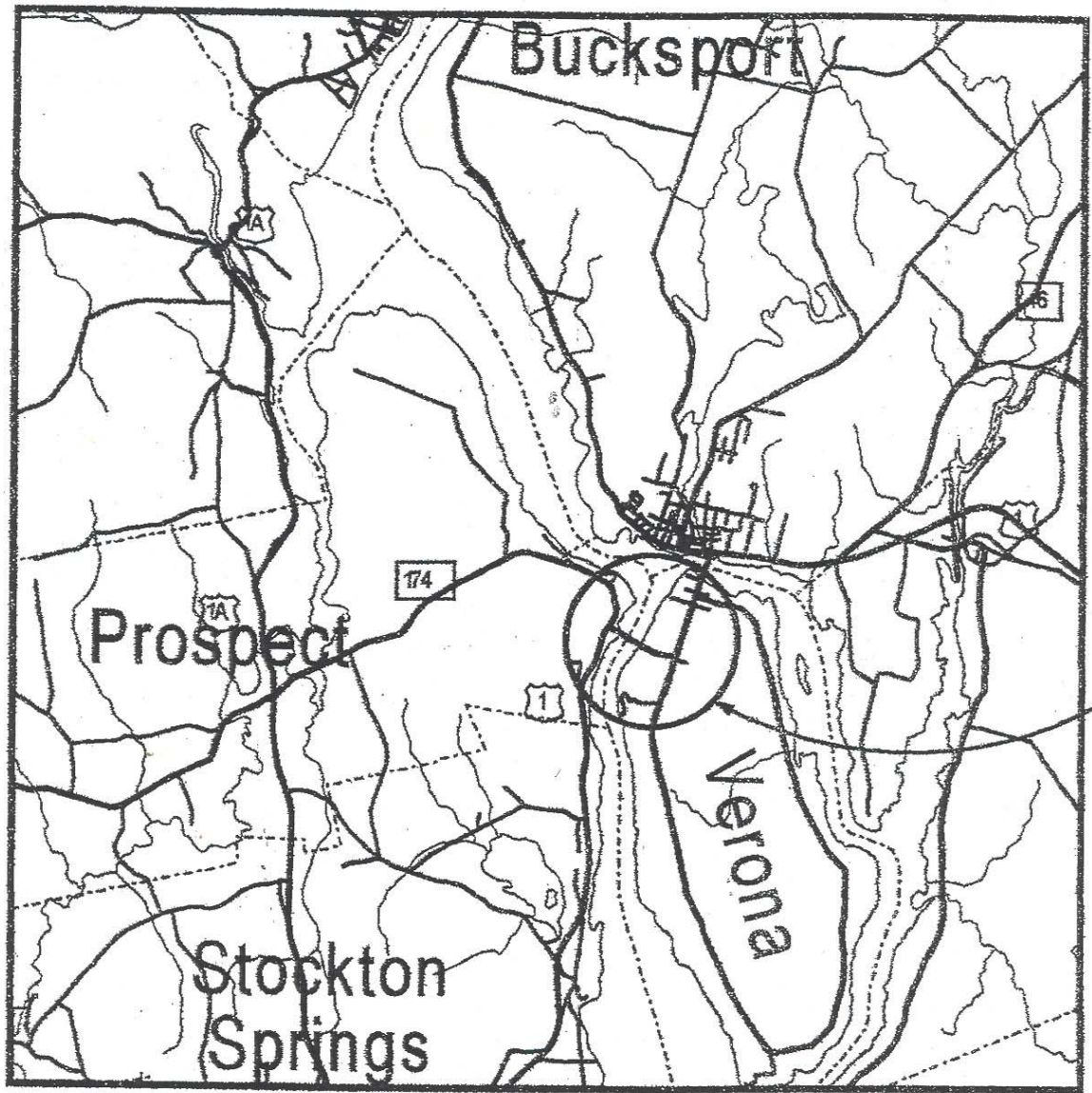
The State Department of Transportation or the State's Engineer may issue permits for stated periods of time for moving construction equipment without loads, low-bed trailers with overloads, over-height, over-width or over-length equipment or materials over all State maintained sections described in the "Construction Area" above and in addition may issue permits for stated periods of time for moving overweight vehicles and loads over the section described in (a) above. The right to revoke such a permit at any time is reserved by the State Department of Transportation and the issuance of such permits shall be subject to any Special Provisions or Supplemental Specifications written for this project.

A Temporary Permit for each move may be issued by the State Department of Transportation or the State's Engineer for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over highways maintained by the State reasonably within the area of the project.

The Municipal Officers for the **Towns of Prospect and Verona** agreed that a permit will be issued to the Contractor for the purpose of hauling loads in excess of the limits as specified in Title 29, Maine Revised Statutes Annotated, on the town ways as described in the "Construction Area" and that single move permits will be issued for moving Contractor's construction equipment used on the project which exceeds the legal limits (shovels, bulldozers, etc.) to sources of construction material over town ways reasonably within the area of the project.

In the event it is necessary to transport gravel, borrow, or other construction material in legally registered vehicles carrying legal loads over town ways, a Contractor's Bond of not more than Nine Thousand (\$9,000.00) per kilometer of traveled length may be required by the town, the exact amount of said bond to be determined prior to use of any town way.

The maximum speed limits for trucks on any town way will be forty (40) km per hour [25 mph], unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.



LOCATION MAP



Scale in Miles

SPECIAL PROVISION  
CONSTRUCTION AREA

Title 29A, M.R.S.A., Subsection 2383. Overlimit movement permits

1. Overlimit movement permits issued by State. The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move non-divisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation.
2. Permit Fee. The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for these permits, at not less than \$3, nor more than \$15, based on weight, height, length and width.
3. County and municipal permits. A permit may be granted, for a reasonable fee, by county commissioners or municipal officers for travel over a way or bridge maintained by that county or municipality.
4. Permits for weight. A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.
5. Special mobile equipment. The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is \$15 for each 30-day period.
6. Scope of permit. A permit is limited to the particular vehicle or object to be moved and particular ways and bridges.
7. Construction permits. A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The Permit:
  - A. Must be procured from the municipal officers for a construction area within that municipality;
  - B. May require the Contractor to be responsible for damage to ways used in the construction areas and may provide for:
    - (1) Withholding by the agency of the work of final payment under contract;  
or
    - (2) The furnishing of a bond by the Contractor to guarantee suitable repair or payment of damages.
  - C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and
  - D. For construction areas, carries no fee and does not come within the scope of this section.
8. Gross vehicle weight permits. The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

- A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;
  - B. Municipal officers, for all other ways and bridges within that city and compact village limits; and
  - C. The county commissioners, for county roads and bridges located in unorganized territory.
9. Pilot vehicles and state police escorts. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

Warning lights may only be operated and lettering on the signs may only be visible on a pilot vehicle while it is escorting on a public way a vehicle with a permit.

The Secretary of State shall require a State Police escort for a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width. The Secretary of State, with the advice of the Commissioner of Transportation, may require vehicles of lesser dimensions to be escorted by the State Police.

The Bureau of State Police shall establish a fee for State Police escorts.

All fees collected must be used to defray the cost of services provided.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation for the operation of pilot vehicles.

10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes.

1993, c. 683, § S-2, eff. January 1, 1995.

### Historical and Statutory Notes

#### Derivation:

R.S. 1954, c. 22 § 98  
Laws 1955, c. 389  
Laws 1967, c. 3.  
Laws 1971, c. 593, § 22.  
Laws 1973, c. 213.  
Laws 1975, c. 130, §  
Laws 1975, c. 319, § 2

Laws 1977, c. 73, § 5.  
Laws 1981, c. 413.  
Laws 1985, c. 225, § 1  
Laws 1987, c. 52.  
Laws 1987, 781, § 3.  
Laws 1989, c. 866, § B-13.  
Laws 1991, c. 388, § 8.  
Laws 1993, c. 683, § A-1.  
Former 29 M.R.S.A. § 2382.

#### Cross Reference

Collection by Secretary of State, See 29-A  
M.R.S.A. § 154.

**SPECIAL PROVISION**  
(Consolidated Special Provisions)

**SPECIAL PROVISION SECTION 101**  
**CONTRACT INTERPRETATION**

**101.2 Definitions - Closeout Documentation**

Replace the sentence “A letter stating the amount.... DBE goals.” with “DBE Goal Attainment Verification Form”

**SPECIAL PROVISION SECTION 102**  
**DELIVERY OF BIDS**  
(Location and Time)

**102.7.1 Location and Time** Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

**SPECIAL PROVISION SECTION 103**  
**AWARD AND CONTRACTING**

**103.3.1 Notice and Information Gathering** Change the first paragraph to read as follows:  
“After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

**SPECIAL PROVISION SECTION 104**  
**GENERAL RIGHTS AND RESPONSIBILITIES**

Delete the entire Section 104.5.9 and replace with the following:

**104.5.9 Landscape Subcontractors** The Contractor shall retain only Landscape Subcontractors that are certified by the Department’s Environmental Office Landscape Unit.



## SPECIAL PROVISION SECTION 105 GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

105.6.1 Department Provided Services The Department will provide the Contractor with the description and coordinates of vertical and horizontal control points, set by the Department, within the Project Limits, for full construction Projects and other Projects where survey control is necessary. For Projects of 1,500 feet in length, or less: The Department will provide three points. For Projects between 1,500 and 5,000 feet in length: The Department will provide one set of two points at each end of the Project. For Projects in excess of 5,000 feet in length, the Department will provide one set of two points at each end of the Project, plus one additional set of two points for each mile of Project length. For non-full construction Projects and other Projects where survey control is not necessary, the Department will not set any control points and, therefore, will not provide description and coordinates of any control points. Upon request of the Contractor, the Department will provide the Department's survey data management software and Survey Manual to the Contractor, or its survey Subcontractor, for the exclusive use on the Department's Projects.

105.6.2 Contractor Provided Services Utilizing the survey information and points provided by the Department, described in Subsection 105.6.1, Department Provided Services, the Contractor shall provide all additional survey layout necessary to complete the Work. This may include, but not be limited to, reestablishing all points provided by the Department, establishing additional control points, running axis lines, providing layout and maintenance of all other lines, grades, or points, and survey quality control to ensure conformance with the Contract. The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work. When the Work is to connect with existing Structures, the Contractor shall verify all dimensions before proceeding with the Work. The Contractor shall employ or retain competent engineering and/or surveying personnel to fulfill these responsibilities.

The Contractor must notify the Department of any errors or inconsistencies regarding the data and layout provided by the Department as provided by Section 104.3.3 - Duty to Notify Department If Ambiguities Discovered.

105.6.2.1 Survey Quality Control The Contractor is responsible for all construction survey quality control. Construction survey quality control is generally defined as, first, performing initial field survey layout of the Work and, second, performing an independent check of the initial layout using independent survey data to assure the accuracy of the initial layout; additional iterations of checks may be required if significant discrepancies are discovered in this process. Construction survey layout quality control also requires written documentation of the layout

process such that the process can be followed and repeated, if necessary, by an independent survey crew.

105.6.3 Survey Quality Assurance It is the Department's prerogative to perform construction survey quality assurance. Construction survey quality assurance may, or may not, be performed by the Department. Construction survey quality assurance is generally defined as an independent check of the construction survey quality control. The construction survey quality assurance process may involve physically checking the Contractor's construction survey layout using independent survey data, or may simply involve reviewing the construction survey quality control written documentation. If the Department elects to physically check the Contractor's survey layout, the Contractor's designated surveyor may be required to be present. The Department will provide a minimum notice of 48 hours to the Contractor, whenever possible, if the Contractor's designated surveyor's presence is required. Any errors discovered through the quality assurance process shall be corrected by the Contractor, at no additional cost to the Department.

105.6.4 Boundary Markers The Contractor shall preserve and protect from damage all monuments or other points that mark the boundaries of the Right-of-Way or abutting parcels that are outside the area that must be disturbed to perform the Work. The Contractor indemnifies and holds harmless the Department from all claims to reestablish the former location of all such monuments or points including claims arising from 14 MRSA § 7554-A. For a related provision, see Section 104.3.11 - Responsibility for Property of Others.

## SPECIAL PROVISION SECTION 106 QUALITY

106.6 Acceptance Add the following to paragraph 1 of A: "This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content."

Add the following to the beginning of paragraph 3 of A: "For pay factors based on Quality Level Analysis, and"

## SPECIAL PROVISION SECTION 107 TIME

107.3.1 General Add the following: "If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President's Day, Patriot's Day, the Friday after Thanksgiving, and Columbus Day without the Department's approval."

SPECIAL PROVISION SECTION 108  
PAYMENT

108.4 Payment for Materials Obtained and Stored First paragraph, second sentence, delete the words "...Delivered on or near the Work site at acceptable storage places."

SPECIAL PROVISION SECTION 109  
CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: "There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s)."

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: "Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department"

109.4.4 Investigation / Adjustment In the third sentence, delete the words "subsections (A) - (E)"

109.7.2 Basis of Payment Replace with the following: "Equitable Adjustments will be established by mutual Agreement for compensable items listed in Section 109.7.3- Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment."

109.7.3 Compensable Items Replace with the following: "The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried Workers and salaried foremen.
2. Costs for Materials.
3. A markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.
4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor's Actual Costs.
5. Costs for extended job-site overhead.

6. Time.

7. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F)."

109.7.5 Force Account Work

C. Equipment

Paragraph 2, delete sentence 1 which starts; "Equipment leased..."

Paragraph 6, change sentence 2 from "The Contractor may furnish..." to read "If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records."

Add the following paragraph; "Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs."

Add the following section;

"F. Subcontractor Quoted Work When accomplishing Force Account Work that utilizes Subcontractor quoted Work, the Contractor will be allowed a maximum markup of 5% for profit and overhead."

**SPECIAL PROVISION SECTION 110**  
**INDEMNIFICATION, BONDING, AND INSURANCE**

Delete the entire Section 110.2.3 and replace with the following:

110.2.3 Bonding for Landscape Establishment Period The Contractor shall provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract, to the Department at Final Acceptance.

The bond shall be in the full amount for all Pay Items for work pursuant to Sec 621, Landscape, payable to the "Treasurer - State of Maine," and on the Department's forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department's forms as solely determined by the Department.

The Contractor shall pay all premiums and take all other actions necessary to keep said bond in effect for the duration of the Landscape Establishment Period described in Special Provision 621.0036 - Establishment Period. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified or becomes aware of such change.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.”

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department’s self-help remedy provided in Section 112.1 - Default to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by the bond, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety’s waiver of any right to deny or contest payment and the Surety’s acknowledgment that the claim is valid and undisputed.

### SPECIAL PROVISION SECTION 401 HOT MIX ASPHALT PAVEMENT

401.18 Quality Control Method A & B Make the following change to paragraph a. QCP Administrator; in the final sentence, change “...certified as a Plant Technician or Paving Inspector...” to “...certified as a Quality Assurance Technologist...”

401.201 Method A Under a. Lot Size, add the following; “Each lot will be divided into a minimum of four sublots for mix properties and five sublots for percent TMD.”

### SPECIAL PROVISION SECTION 402 PAVEMENT SMOOTHNESS

Add the following: “Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box.”

“402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A subplot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If greater than one-half the normal lot size, it will be tested as a separate lot.”

## SPECIAL PROVISION SECTION 502 STRUCTURAL CONCRETE

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: “For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80.....”

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: “For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will.....”

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: “Circumstances may arise, however, where the Department may .....”

## SPECIAL PROVISION SECTION 504 REINFORCING STEEL

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: “...ASTM A 898/A 898 M...” to “...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and...”

## SPECIAL PROVISION SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change “Steel Strand for Concrete Reinforcement” to “Steel Strand.” Add the following to the beginning of the third paragraph; “Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate....”

535.26 Lateral Post-Tensioning Replace the first paragraph; “A final tension...” with “Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force.”

SPECIAL PROVISION SECTION 604  
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

“Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09”

SPECIAL PROVISION SECTION 605  
UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

In the first paragraph, second sentence, delete the words “metal pipe”.

SPECIAL PROVISION SECTION 615  
LOAM

615.02 Materials Make the following change:

<u>Organic Content</u>	<u>Percent by Volume</u>
Humus	“5% - 10%”, as determined by Ignition Test

SPECIAL PROVISION SECTION 618  
SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed .....” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

In 618.03(c) “1.8 kg [4 lb]/unit.” to “1.95 kg [4 lb]/unit.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

**SPECIAL PROVISION SECTION 620**  
**GEOTEXTILES**

**620.03 Placement** Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

**620.07 Shipment, Storage, Protection and Repair of Fabric** Section (a)

Replace the third sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

**620.09 Basis of Payment**

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

**SPECIAL PROVISION SECTION 621**  
**LANDSCAPING**

**621.0036 Establishment Period** In paragraph 4 and 5, change “time of Final Acceptance” to “end of the period of establishment”. In Paragraph 7, change “Final Acceptance date” to “end of the period of establishment” and change “date of Final Acceptance” to “end of the period of establishment”.

**SPECIAL PROVISION SECTION 626**  
**HIGHWAY SIGNING**

**626.034 Concrete Foundations** Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

**SPECIAL PROVISION SECTION 637**  
**DUST CONTROL**

**637.06 Basis of Payment** Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in



payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control."

### SPECIAL PROVISION SECTION 639 ENGINEERING FACILITIES

639.04 Field Offices Change the forth to last paragraph from: "The Contractor shall provide a fully functional desktop copier..." to "...desktop copier/scanner..."

### SPECIAL PROVISION SECTION 652 MAINTENANCE OF TRAFFIC

652.3.5 Installation of Traffic Control Devices In the first paragraph, first sentence; change "Signs shall be erected..." to "Portable signs shall be erected..." In the third sentence; change "Signs must be erected so that the sign face..." to "Post-mounted signs must also be erected so that the sign face..."

652.8.2 Other Items Replace the last paragraph with the following: "There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time."

### SPECIAL PROVISION SECTION 656 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: "Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor's own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item."

SPECIAL PROVISION SECTION 703  
AGGREGATES

703.06 Aggregate for Base and Subbase Delete the first paragraph: “The material shall have...” and replace with “The material shall have a minimum degradation value of 15 as determined by Washington State DOT Test Method T113, Method of Test for Determination of Degradation Value (March 2002 version), except that the reported degradation value will be the result of testing a single specimen from that portion of a sample that passes the 12.5 mm [½ in] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used.”

703.07 Aggregates for HMA Pavements Delete the forth paragraph: “The composite blend shall have...” and replace with “The composite blend, minus any reclaimed asphalt pavement used, shall have a Micro-Deval value of 18.0 or less as determined by AASHTO TP 58. In the event the material exceeds the Micro Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value (March 2002 version) except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the 12.5mm [1/2 inch] sieve and is retained on the 2.00mm [No 10] sieve, minus any reclaimed asphalt pavement used.”

703.22 Underdrain Backfill Material Change the first paragraph from “...for Underdrain Type B...” to “...for Underdrain Type B and C...”

SPECIAL PROVISION SECTION 709  
REINFORCING STEEL AND WELDED STEEL WIRE FABIC

709.03 Steel Strand Change the second paragraph from “...shall be 12mm [½ inch] AASHTO M203M/M203 (ASTM A416/A416M)...” to “...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)...”

SPECIAL PROVISION SECTION 712  
MISCELLANEOUS HIGHWAY MATERIALS

Add the following:

“712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron castings shall conform to the requirements of AASHTO M105, Class 30, unless otherwise designated.

Carbon steel castings shall conform to the requirements of AASHTO M103/M103M. Grade shall be 450-240 [65-35] unless otherwise designated.

Structural steel shall conform to the requirements of AASHTO M183/M183M or ASTM A283/A283M, Grade B or better. Galvanizing, where specified for these units, shall conform to the requirements of AASHTO M111.

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

- (a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [ $\frac{1}{2}$  in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20

foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture. Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [ $\frac{1}{2}$  in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [ $\frac{3}{4}$  in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

### SPECIAL PROVISION SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

717.05 Mulch Binder. Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

Special Provision Section 102.7.2 (D)  
Effects of Signing and Delivery of Bids

By signing and Delivering the Bid, the Bidder acknowledges:

- (1) that it understands Cianbro – Reed & Reed, LLC is a joint venture that might submit a Bid on this Ledge Cut Project,
- (2) that it understands Cianbro – Reed & Reed, LLC is a joint venture that is a party to a design-build, best-value contract for the design and construction of the Penobscot River Bridge project,
- (3) that it understands this Ledge Cut Contract for which the Bidder is submitting a Bid is a component of the Penobscot River Bridge project on which Cianbro – Reed & Reed, LLC has performed design and construction work,
- (4) that Cianbro – Reed & Reed, LLC has already performed, and continues to perform, construction and design work within the Project Limits of the Penobscot River Bridge project pursuant to the design-build, best-value contract,
- (5) that Cianbro – Reed & Reed, LLC has performed design and construction work within the Project Limits of this Ledge Cut Project and that this work has impacted the Ledge Cut Project for which this Bid is being submitted,
- (6) that all Bidders have the option to request a pre-Bid meeting pursuant to Special Provision Section 102.5.4 to gain more information about this Ledge Cut Contract and to obtain full disclosure about knowledge that Cianbro – Reed & Reed, LLC obtained about this Ledge Cut Contract through its work on the Penobscot River Bridge project.
- (7) that the provisions in the Contract Documents, including this Special Provision Section 102.7.2 (D), give the Bidder adequate opportunity to discover all the information that is necessary to Deliver a Bid on this Ledge Cut Contract and to discover the same information that Cianbro – Reed & Reed, LLC had access to while performing construction and design work on the Penobscot River Bridge,
- (8) that time is of the essence in the award and execution of this Ledge Cut Contract and the Bidder hereby waives all claims of any kind or nature against the Department, including any claim that Cianbro – Reed & Reed, LLC had superior knowledge about this Ledge Cut Contract, any claim that relates to the Department's decision to award this Ledge Cut Contract and any claim related to whether this contract should, or should not have been, awarded to Cianbro – Reed & Reed, LLC.

Special Provision Section 102.5.4  
Pre-Bid meeting

Any Bidder has the option to request that the Department schedule a pre-Bid meeting at a time and place that all Bidders will have the opportunity to attend. The Department will provide notice of the date, time and place of the pre-Bid meeting to all parties that have requested Bid Documents from the Department. Any request for a pre-Bid meeting must be communicated to the Department no later than July 1, 2004. If a pre-Bid meeting is requested, it shall be scheduled. Representatives of the Department and Cianbro – Reed & Reed, LLC shall be present at the pre-Bid meeting.

Attendees will have the opportunity to ask representatives of the Department and Cianbro – Reed & Reed, LLC for documents and other information that relates to this Ledge Cut Contract and to request documents and other information related to issues about which any Bidder is concerned or which could lead to a Dispute. Attendees are encouraged to exchange information so that all Bidders will be satisfied that Cianbro – Reed & Reed, LLC has no superior knowledge of this Contract.

Cianbro – Reed & Reed, LLC shall provide documents and other information in response to reasonable requests provided the information relates to this Ledge Cut Contract and it had access to the information while it performed work in connection with the design-build, best-value contract for the Penobscot River Bridge. The Department shall determine whether the requests for information are reasonable. If Cianbro – Reed & Reed, LLC fails to provide the information and documents in response to reasonable requests, then Cianbro – Reed & Reed, LLC shall be disqualified from Bidding and shall be ineligible to submit a Bid.



**SPECIAL PROVISIONS**  
**SECTION 104**  
**Utilities**

**MEETING**

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications is required.

**GENERAL INFORMATION**

These Special Provisions outline the arrangements that have been made by the Department for utility and/or railroad work to be undertaken in conjunction with this project. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction

**Overview:**

<b>Utility/Railroad</b>	<b>Aerial</b>	<b>Underground</b>	<b>Railroad</b>
Central Maine Power Company	X	X	
Adelphia Communications Corporation	X	X	
Verizon	X	X	
Maine Department of Transportation	X		

Temporary utility adjustments are **not** anticipated.

Unless otherwise specified, any underground utility facilities shown on the project plans represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data. Underground facilities indicated on the topographic sheets (plan views) have been collected from historical records and/or on-site designations provided by the respective utility companies. Underground facilities indicated on the cross-sections have been carried over from the plan view data and may also include further approximations of the elevations (depths) based upon straight-line interpolation from the nearest manholes, gate valves, or test pits.

All adjustments are to be made by the respective utility/railroad unless otherwise specified herein.

All clearing and tree removal in areas where utilities are involved must be completed before the utilities are able to relocate their facilities.

Fire hydrants shall not be disturbed until all necessary work has been accomplished to provide proper fire protection.

Town: **Prospect/Verona**

Project: **7965.51**

Date: **February 19, 2004**

## **AERIAL**

### ***Summary:***

Utility	Pole Set	New Wires/ Cables	Trans. Wires/ Cables	Remove Poles	Estimate d Working Days
Central Maine Power Company	X			X	15
Adelphia Communications Corporation			X		2
Verizon	X		X		5
Maine Department of Transportation	X		X	X	--
<b>Total:</b>					<b>22</b>

### ***Utility Specific Issues:***

#### **Central Maine Power Company**

**Tom Atwood 791-1022**

Central Maine Power Company (CMP) has nine (9) poles to relocate in Verona as indicated in the pole list included as part of this special provision. CMP estimates five (5) working days to set the poles and (10) working days to transfer to the new pole locations. CMP also has one guy pole to remove in Prospect. Time for removal of the old poles is included in the fifteen (15) working day total.

Any tree removal or tree trimming required within ten feet of the Central Maine Power Company conductors must be done by a contractor qualified to work within ten feet of the Central Maine Power Company conductors. A list of tree removal contractors qualified to remove trees or limbs within ten feet of Central Maine Power Company conductors may be obtained from Tom Atwood.

#### **Adelphia Communications Corporation**

**Steve Bossie 1-877-500-1055 x2421**

Adelphia estimates two (2) working days to transfer their cables to the new pole locations at station 392+46, Lt and station 394+75, Rt..

#### **Verizon**

**Bill Redman 990-5244**

Verizon has one pole to up-grade at Sta. 392+46 Lt. Verizon estimates one (1) working day to set this pole, and four (4) working days to transfer their cables to the new pole locations at station 392+46, Lt and station 394+75, Rt.

#### **Maine Department of Transportation**

**Ron Cote 624-3602**

The Maine Department of Transportation intends to complete their pole relocations and cable transfers by March 15, 2004.

Town: **Prospect/Verona**

Project: **7965.51**

Date: **February 19, 2004**

***Pole List:***

Existing Pole #	Existing Station	Left/Right		Existing Offset	Proposed Station	Left/Right		Proposed Offset	Comments
		LT	RT			LT	RT		
					391+85		X	45	
					393+50		X	45	
	394+45		X	28					Remove old pole
					394+75		X	30	
					394+75	X			
	396+65		X	68					To Remain
					396+75		X	26	
					398+31		X	31	
	399+95		X	48					To Remain
					399+80		X	31	
					401+40		X	26	
	402+35		X	37					To Remain
					402+52		X	30	
	392+46	X		92					Remove old pole
					392+46	X		92	Verizon pole set

SPECIAL PROVISION  
SECTION 104  
COMMUNICATION AND COORDINATION  
(Cooperation with Other Contractors)

The following is added to Section 104.4.7:

When separate contracts are awarded to contractors for work within, or adjacent to, the limits of the Project, the Contractor shall conduct the Work so as not to interfere with or hinder the progress or completion of work being performed by other contractors. The Contractor shall cooperate and coordinate with other contractors working within, or adjacent to, the limits of the Project to the extent necessary such that all Contractors satisfactorily complete all Work pursuant to the Contracts.

The coordination by the Contractor shall be timely such that conflicts in the desired use of the same area will be identified not less than 14 days ahead of time. All conflicts shall be brought to the Project Manager's attention, in writing, immediately but in no case less than ten (10) business days prior to the conflict actually happening. Delays incurred by the Contractor that have not been identified to the Project Manager as outlined above shall be Inexcusable.

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SPECIAL PROVISION  
SECTION 104  
GENERAL RIGHTS AND RESPONSIBILITIES  
(Prompt Payment of Subcontractors)

Subsection 104.5.5 Prompt Payment of Subcontractors of the Standard Specifications, Paragraph A. Pay When Paid is hereby deleted and replaced with the following:

104.5.5 Prompt Payment of Subcontractors

A. Pay When Paid The Contractor shall pay Subcontractors for all Work satisfactorily performed and Invoiced by the Subcontractor no later than 30 Days from the date of the Contractor receives the Subcontractor's invoice.

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SPECIAL PROVISION  
SECTION 104  
GENERAL RIGHTS AND RESPONSIBILITIES  
(Limits on Subcontracting)

Subsection 104.5.1 Limits on Subcontracting of the Standard Specifications is hereby deleted and replaced with the following:

104.5.1 Limits on Subcontracting The Contractor shall perform at least 50% of the value of the Work with its own Work force, excluding any percentage performed by Disadvantaged Business Enterprises in satisfaction of specific Contract goals (if any).

**SPECIAL PROVISION**  
**SECTION 105**  
**LEGAL RELATIONS WITH AND RESPONSIBILITY TO PUBLIC**  
**(NPDES)**

105.8.2 Permit Requirements This Section is revised by the addition of the following paragraph:

The Contractor is advised that the Environmental Protection Agency has issued a final National Pollutant Discharge Elimination System (NPDES) General Permit for storm water discharges from construction sites disturbing more than 5 acres. This permit requires:

- Storm Water Pollution Prevention Plan
- Submission of a Notification of Intent (NOI) at least 48 hours before construction commences
- Submission of a Notification of Termination (NOT) when a site has been finally stabilized and all storm water discharges from construction activities are eliminated.

If the project's land disturbance is 5 acres or more, the Department will prepare the plan and submit the NOI (and NOT). The Contractor shall prepare plans and submit NOI's (and NOT'S) for regulated construction activities beyond the project limits (e.g., borrow pits).

The Contractor shall be familiar with and comply with these regulations."

SPECIAL PROVISION  
SECTION 105  
GENERAL SCOPE OF WORK  
(Maintenance During Winter Construction)

The Contractor shall be responsible to plow snow, salt, and sand any disturbed areas in the project vicinity to maintain two lanes of traffic.



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SPECIAL PROVISION  
SECTION 105  
GENERAL SCOPE OF WORK  
(Contractors Safety Program)

Subsection 105.2.1 Contractors Safety Program of the Standard Specifications is hereby deleted and replaced with the following:

105.2.1 Contractor's Safety Program A copy of the Contractor's Safety Plan shall provided to the Department's Contracts Section in an electronic media format prior to award of the first Contract. The Contractor shall designate which portions such submissions it considers confidential business information. If such program is revised during the Contract Time, the Contractor shall provide the updated program to the Department. The Contractor shall comply with its safety program and this Section 105.2 - Health and Safety. The Contractor shall be responsible for all claims or damages arising from failure to so comply and indemnifies and holds harmless the Department from all claims and damages arising from such non-compliance.

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SPECIAL PROVISION  
SECTION 105  
GENERAL SCOPE OF WORK  
(Construction Surveying)

Subsection 105.6.2 Contractor Provided Services of the Standard Specifications change the first paragraph by the addition of the following as the second sentence.

“The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work.”

SPECIAL PROVISION  
SECTION 105  
GENERAL SCOPE OF WORK  
(Use of Explosives)

105.2.6 Use of Explosives, Paragraph B. Blasting Zone – Signage and Flaggers, is amended to include the following:

**The Contractor shall define a blasting zone radius of at least 1500 feet. This radius shall extend from any and all points within the project limits on the Prospect side of the river. This zone shall include the entire Fort Knox Park Complex (including visitors, personnel, buildings, retaining walls and all other structures located on Park property).**

The Contractor shall use a seismograph to record the effects of the blasting on the facilities and structures, making available copies of the taped results to the Department. The Contractor shall make a visual and photographic inspection of all facilities and structures in the specified blasting zone with representatives and /or owners of the property as well as the Department prior to blasting and after blasting. Copies of the documentation of the inspections and the photographs shall be provided to the Department. A copy of the individual property's inspection and photographs shall also be provided to the Department for individual property owner. The Contractor shall submit to the Department a blasting procedure for approval, for any blasting. This approval may take up to 30 days. This approval process will be discussed in greater detail at the preconstruction meeting.

1. Prior to the start of work, the Contractor shall furnish a plan and description of the proposed blasting operations for review by the Department's blasting expert. The plan and description shall include the details of the proposed blasting operations including the number, location, diameter and depth of holes, type and amount of explosives to be used, size and nature of charge per hole and per delay, timing and length of delays, blasting sequence, measures to be taken to retain debris (such as blasting mats), distance to structures and buildings from blast site and other information requested by the Department. The Contractor shall also provide proof that only a fully qualified, experienced and licensed blaster will direct and carry out the work. The Contractor shall have a blaster that is familiar and has a working knowledge of the latest edition of the Blasters' Handbook. This blaster shall also be

familiar with the latest revision of the “State of Maine Office of State Fire Marshall Rules for the Manufacture, Transportation, Storage and Use of Explosives”. Both of these references must be in the blasters possession on the project at all times.

2. A time schedule for blasting shall be determined and coordinated with the Department and must be approved by the Department at least one working day (24 hours) in advance.
3. Regardless of the blasting procedure that is approved, if the property owners or Department, or its designated representative determines that blasting is adversely affecting the surrounding property or operations, the Department reserves the right to suspend the operations of the Contractor until the Contractor has received the approval of the Department’s blasting expert for any changes in procedures, materials, equipment or personnel deemed necessary by the Department to protect affected areas, property and personnel. Any delays resulting from the Contractor’s blasting operations being suspended shall be an Inexcusable Delay.
4. The Contractor shall, at his expense, furnish, erect and maintain signs warning of blasting operations. Said signs shall be approved by the Department and shall be placed as designated by the contractor and approved by the Department’s blasting expert.

SPECIAL PROVISION  
SECTION 105  
GENERAL SCOPE OF WORK  
(Road Postings)

All roads in the vicinity of the project are expected to be posted through the spring months except for the following State Routes: Route 1, Route 1A, Route 3, and Route 15.

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SPECIAL PROVISION  
SECTION 106  
QUALITY

Subsection 106.3.3 Sources of the Standard Specifications, paragraph A. General, is deleted and replaced with the following:

- A. General. The Contractor shall furnish all materials and products required to complete the work, except as otherwise provided in the Contract. Unless otherwise specified in the Contract, the Contractor shall use only those products contained on the Department's List of Pre-Approved Materials (available on the MDOT internet site - [www.maine.gov/mdot](http://www.maine.gov/mdot)), if a list is established for that type of product or material.

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SPECIAL PROVISION  
SECTION 107  
TIME  
(Sundays and Holidays)

Subsection 107.3.3 Sundays and Holidays of the Standard Specifications is hereby deleted and replaced with the following:

107.3.3 Sundays and Holidays. Sunday work is prohibited unless the contractor can demonstrate to the Department's satisfaction that project schedule and quality will be enhanced by allowing work on Sundays. The Contractor shall not carry on construction operations on Holidays, regardless of on which day of the week the Holiday falls, unless these operations are necessary to avoid or eliminate a clear and immediate risk of significant bodily injury to any person. The exception to this is that the Contractor may work on Martin Luther King Day, President's Day, Patriot's Day, the Friday after Thanksgiving and Columbus Day, without the Department's approval. The Contractor shall not work on July 5, 2004.

The Contractor shall also not carry on construction operations that significantly impact the movement of the Traveling Public, starting at 7:00 a.m. on the Friday that begins the Fort Knox Bay Festival, through midnight on the Monday following the Fort Knox Bay Festival. Significant impact to the movement of the Traveling Public is defined as any restriction to vehicular or marine traffic that causes any stoppage of this traffic resulting from the Contractor's operations. If the Contractor intends to work during the time period identified, above, regarding the Fort Knox Bay Festival, the Contractor must notify the Resident at least 24 hours prior to the beginning of this period and explain how its operations will not significantly impact the movement of the Traveling Public.

SPECIAL PROVISION  
SECTION 107  
TIME  
(Scheduling of Work)

Subsection 107.4 Scheduling of Work of the Standard Specifications is hereby deleted and replaced with the following:

Description Within 21 days of award, the Contractor shall submit to the Resident an update of the schedule of work presently developed as part of the design services agreement for approval. The schedule of work shall be used to monitor the sequence of construction operations and the progress of work. The Schedule of Work shall be in the form specified herein.

Critical Path Method Schedule The construction of this project shall be planned and recorded with a Critical Path Method (CPM) schedule in the form of an activity on node (AON) diagram. The schedule shall be used for coordinating and monitoring all work under the contract including the activity of subcontractors, vendors, and suppliers.

The approval of the schedule by the Resident in no way attests to the validity of the assumptions, logic constraints, dependency relationships, resource allocations, manpower and equipment, or any other aspect of the proposed schedule. The Contractor is and shall remain solely responsible for the planning and execution of work to meet project milestones or contract completion dates.

The construction time for the entire project, or any milestone, shall not exceed the specified contract time. Logic or activity durations will be revised in the event that any milestone or contract completion date is exceeded in the schedule. Any changes to the logic must be approved by the Resident.

In the event that a Contractor submits a schedule with a completion time before the Contract Completion Time, the Contractor agrees that the Department will not be liable for any Compensable Delay claims related to the period between the Contractor's scheduled completion time and the Contract Completion Time.

Schedule Requirements:

1. Activity Information: All activity on node diagrams shall include:

- a. Activity ID
- b. Activity Description
- c. Finish to Start relationships with no leads or lags

2. Duration (Working Days): No activity will have duration greater than 15 working days or less than one working day. Activity durations expressed in hours will not be allowed unless approved by the Resident. If requested by the Resident, the Contractor shall furnish any



information needed to justify the reasonableness of activity time durations. Such information shall include, but not be limited to, estimated activity manpower, unit quantities, and production rates.

3. Procurement and Submittals: Separate procurement into at least two activities, fabrication and delivery. When the procurement also requires a submittal to and approval by the Department, insure these separate activities are shown in the schedule logic. Insure all work activities that require a submittal are preceded by submittal and approval activities.

4. Constraints: Use only contractual constraints in the schedule logic. No other constraints are allowed unless approved by the Resident. The disallowance of constraints includes the use of activity mandatory start and finish dates.

5. Float: Float is defined as the amount of time between when an activity "can start" (the early start) and when an activity "must start" (the late start). Any float shall be for the exclusive use of the Contractor, until it is depleted.

6. Activity Codes: Activities shall be identified by codes to reflect the following information related to an activity:

- Responsible party for the accomplishment of each activity (only one party can be responsible for an activity).
- Phase/stage as required by the maintenance and protection of traffic plan and/or the Special Provisions.
- Area/Location

7. Computer Compatibility: The CPM schedule must be processed through a computer and be compatible with Primavera Project Planner software, version 5.0 or later, by Primavera Systems Inc., Bala Cynwynd, PA. It is the Contractor's responsibility to ascertain the software compatibility with the Resident. Initial Schedule Submittal Requirements:

1. Predecessor/Successor Sort
2. Total Float/Early Start Sort
3. Responsibility/Early Start Sort
4. Area/Early Start Sort
5. Logic Diagram: produce diagram with not greater than 100 activities per ANSI D (24-inch x 36-inch) size sheet. Insure each sheet includes title, match data or diagram correlation, and key to identify all components used in the diagram.
6. Color Ghant Chart clearly depicting the critical path.
7. Narrative discussing general approach to completion of the work.

Schedule Updates. The Contractor shall provide schedule updates as directed by the Project Manager. The data date for the update will be approved by the Project Manager. The schedule update shall be submitted within three days of the data date. The Project Manager may require submission of the updated schedule on electronic media prior to submission of the full update package. Updates will not be required more often than monthly.

Schedule Revisions. The Contractor will revise the schedule for the following: A delay in completion of the project or contractual milestones or actual prosecution of the work which is, as determined by the Resident, significantly different than that represented on the schedule: Schedule revisions will be considered incidental and shall be provided by the Contractor at no additional cost to the Department.

Recovery Schedule If the initial schedule fails to reflect the project's actual plan or method of operation, or a contract milestone date is more than 30 calendar days behind, the Department may require that a recovery schedule for completion of the remaining contract work be submitted. The recovery Schedule must be submitted within seven calendar days of the Department's request. The Recovery Schedule shall describe in detail the Contractor's plan to complete the remaining contract work by the contract milestone date. The Recovery Schedule submittal shall meet the same schedule requirements as the Initial Schedule. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the contract milestone date. The Recovery Schedule will be considered incidental and shall be provided by the Contractor at no additional cost to the Department.

Change Orders When a change order is proposed, the Contractor must identify all logic changes required as a result of the change order. The Contractor shall include, as part of each change order proposal, a sketch showing all schedule logic revisions, duration changes, and the relationships to other activities in the approved Initial Schedule. This sketch shall be known as the fragment for the change. Upon acceptance of the fragment, the Contractor will revise the Initial Schedule or current update. The logic change work required by the change order will be considered incidental to the contract work. No separate payment will be made.

Schedule Revisions to Utility Work The Contractor shall provide the utilities ten days notice when revisions in the schedule of work affect operations of a utility unless previous arrangements have been made with the utility company involved.

Method of Measurement Schedule of work will be measured for payment as one lump sum for the initial schedule. Monthly updates will be measured by each unit.

Basis of Payment Schedule of work will be paid for at the contract lump sum price. Upon approval of the Initial schedule, the contract lump sum price for the Initial Schedule will be paid. There after Monthly schedule updates will be paid for at the contract unit price each, when authorized by the Project Manager.

SPECIAL PROVISION  
SECTION 107  
TIME  
(Contract Time)

The specified Contract Completion Date is May 15, 2006.

Should the Contract Time be exceeded, in addition to being assessed liquidated damages the Contractor shall adjust the method and/or timing of the completion of the work so that there is no negative impact to the follow-on contractor's ability to accomplish its work. Failure to comply with this provision as determined by the Department shall result in a supplemental liquidated damage of \$5,000.00 being assessed the Contractor for each day in which the follow-on contractor is impeded from the execution of its work.

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SPECIAL PROVISION  
SECTION 108  
PAYMENT

Subsection 108.1.2 General Measurement Provisions of the Standard Specifications the first sentence is deleted and replaced with the following:

“The Department will use the US Customary System for all measurements.”

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SPECIAL PROVISION  
SECTION 109  
CHANGES  
(Changes in Quantities)

Subsection 109.1.1 Changes Permitted of the Standard Specifications is hereby revised by adding the following:

“There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s).”

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SPECIAL PROVISION  
SECTION 109  
CHANGES  
(Substantial Changes to Major Items)

Subsection 109.1.2 Substantial Changes to Major Items of the Standard Specifications is hereby revised by adding the following:

“Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department”

SPECIAL PROVISION  
SECTION 109  
CHANGES  
(Equitable Adjustments to Compensation)

Subsection 109.7.2 Basis of Payment of the Standard Specifications is hereby deleted and replaced with the following:

109.7.2 Basis of Payment. Equitable Adjustments will be established by mutual Agreement for compensable items listed in Section 109.7.3 Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment.

Subsection 109.7.3 Compensable Items of the Standard Specifications is hereby deleted and replaced with the following:

109.7.3 Compensable Items. The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried Workers and salaried foremen.
2. Costs for Materials.
3. A markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.
4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor's Actual Costs.
5. Costs for extended job-site overhead.
6. Time.
7. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F).

Subsection 109.7.5 (C), Equipment of the Standard Specifications the first sentence of the second paragraph that begins "Equipment leased by the Contractor....." is deleted.

Subsection 109.7.5 (C), Equipment of the Standard Specifications the last paragraph is deleted and replace with the following:

“If the Department specifies Equipment not listed in the above publication, the Department will establish a suitable rate for such Equipment. If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records.”

Subsection 109.7.5 (C), Equipment of the Standard Specifications the following is added:

“Equipment leased by the Contractor for Force Account Work and actually used on the Project, the Department will pay for the actual Invoice amount, plus 10% for administrative costs.”

Subsection 109.7.5 Force Account Work of the Standard Specifications the following is added:

“F. Subcontractor Quoted Work. When accomplishing Force Account Work that utilizes Subcontractor quoted Work, the Contractor will be allowed a maximum markup of five percent (5%) for profit and overhead.”



SPECIAL PROVISION  
SECTION 110  
INDEMNIFICATION, BONDING AND INSURANCE

Section 110 Indemnification, Bonding and Insurance of the Standard Specifications is hereby deleted and replaced with the following:

Scope of Section. This Section contains general requirements for indemnification, bonding, and insurance by the Contractor.

110.1 Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the Department and its officers, directors, employees, agents and consultants from and against all claims, actions, torts, costs, losses, and damages for bodily injury (including sickness, disease, or death) and property damage arising out of or relating to this Contract or the performance of Work by the Contractor and its Subcontractors, subconsultants, Engineers, suppliers, any individuals or entities directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, excepting only claims directly and solely caused by the negligence of the Department. Damages covered include, but are not limited to, all Dispute resolution costs including court costs, attorney's fees, and the fees of Engineers and consultants, arbitrators, and other professionals related to Dispute defense and preparation.

This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor, sub-consultant, Engineer, supplier, or other individual or entity under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

110.2 Bonding.

110.2.1 Bonds. The Contractor shall provide signed, valid, and enforceable Performance and Payments Bonds complying with the Contract. The Department may also require Warranty and Maintenance Bonds for specific items using a Contract specific Special Provision. For a related provision, see Section 103.5 Award Conditions of the Standard Specifications.

The Contractor shall procure bonds from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies".

The bonds shall each be in the full Contract amount, payable to the "Treasurer - State of Maine," and on the Department's forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department's forms as solely determined by the Department.

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time of performance, quality, warranties, and the Department's self-help remedy provided in Section 112.1 Default of the Standard Specifications to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by these bonds, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety's waiver of any right to deny or contest payment and the Surety's acknowledgment that the claim is valid and undisputed.

If the Surety becomes financially insolvent or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified of such change.

For a related provision, see Section 106.9.4 Other Warranty Provisions of the Standard Specifications.

110.2.2 Bond for Use of Municipal Roads. A bond for use of municipal Roads may be required as provided in Section 105.5 Hauling of Materials and Equipment of the Standard Specifications.

110.2.3 Bonding for Landscape Subcontractors. The Contractor shall retain only Landscape Subcontractors that provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for "Companies Holding Certificates

of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.”

The bonds shall each be in the full Subcontract amount, payable to the “Treasurer - State of Maine,” and on the Department’s forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department’s self-help remedy provided in Section 112.1 Default of the Standard Specifications, to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by these bonds, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety’s waiver of any right to deny or contest payment and the Surety’s acknowledgment that the claim is valid and undisputed.

The Landscape Subcontractor shall pay all premiums and take all other actions necessary to keep said bond in effect for the duration of the Landscape Subcontractor’s obligations. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified or becomes aware of such change.

110.3 Insurance. The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Department of Business Regulation, Bureau of Insurance. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations, excluding warranty obligations.

110.3.1 Workers’ Compensation. For all operations performed by the Contractor and the Subcontractor, the Contractor and each Subcontractor shall carry Workers’ Compensation insurance or shall qualify as a self-insurer with the State of Maine Workers’ Compensation Board in accordance with the requirements of the laws of the State of Maine. If maritime exposures exist, coverage shall include United States Long Shore and Harbor Workers coverage.

110.3.2 Commercial General Liability. With respect to all operations performed by the Contractor and any Subcontractors, the Contractor and any Subcontractors shall carry commercial general liability insurance in an amount not less than \$2,000,000.00 per occurrence and \$5,000,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages, and Insurance Services Office (ISO) form #CG25031185 or equivalent. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract including Section 110.1 Indemnification. The coverage shall also include protection against damage claims due to use of explosives, collapse, and underground coverage if the work involves such exposures.

110.3.3 Automobile Liability. The Contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Project. The minimum limit of liability under this Section shall be \$2,000,000.00 per occurrence.

110.3.4 Professional Liability. The Contractor shall not be required to carry a Professional Liability Policy for the project. The Designer on the project shall be wholly responsible for the design of the Project, and therefore shall carry a Professional Liability Policy as specified in the Design Phase II Project Contract.

110.3.5 Owners and Contractors Protective Liability. The Contractor shall carry an Owners and Contractors Protective (OCP) Policy covering all operations performed by the Contractor and any Subcontractor, in an amount not less than \$2,000,000.00 per occurrence and \$5,000,000.00 in the Aggregate, naming the Department as the sole insured party under the policy.

110.3.6 All Risk Builders Risk. The Contractor shall carry Builders Risk Insurance, including transit and installation risks, with a policy limit of not less than \$40,000,000.00, insuring the interests of the Department, the Contractor, and its subcontractors, as their interests may appear, providing coverage on an ALL Risk basis including, but not limited to, coverage against flood, fire, lightning, wind damage, hail, explosion, riot or civil commotion, aircraft and other vehicles, burst water pipes, impact, accidental damage and collapse.

Coverage will be extended to materials, supplies, and equipment not yet installed, but intended for specific installation in the Work while such materials, supplies, and equipment are located at the project site, in transit, or while temporarily located away from the project site for the purpose of repair, adjustment or storage at the risk of one of the insured parties. Transit coverage provided under this policy will be limited to \$5,000,000.00 per occurrence and will be limited to the Continental United States.

This insurance will not cover tools or clothing of workers. This insurance also will not cover tools, equipment, protective fencing, scaffolding, temporary structures,

cofferdamming, bracing, or forms owned, rented or used by the Contractor, its subcontractors, or uninsured parties and used in the performance of the Work.

The Builder's Risk policy must be endorsed waiving the carrier's rights of recovery under subrogation against the Department, or its employees, consultants or subconsultants rendering services at the Project site, the Contractor, and its subcontractors, whose respective interests are insured under said policy.

Said Builder's Risk policy shall provide that payments by the insurer for all losses covered will be made to the Department. The Department will make monies available to the Contractor for rebuilding work damaged by covered perils.

110.3.7 Environmental Impairment. The Contractor shall carry Environmental Impairment insurance to cover the risk of sudden or accidental discharge of pollutants during the prosecution of the Work. The limits of liability for this coverage shall be in the amount of \$2,000,000.00 per occurrence and \$5,000,000.00 in the Aggregate.

110.3.8 Blasting. When explosives are to be used in the prosecution of the work, the Contractor shall carry insurance, in the amount of \$2,000,000.00 per occurrence and \$5,000,000.00 in the aggregate, for protection against damage claim due to such use of explosives.

110.3.9 vacant.

110.3.10 Administrative & General Provisions

- A. Additional Insured. Each policy with the exception of Workers' Compensation and Professional Liability insurance shall name the Department of Transportation as an additional insured.
- B. Defense of Claims. Each insurance policy shall include a provision requiring the carrier to investigate, defend, indemnify, and hold harmless all named insureds against any and all claims for death, bodily injury, or property damage, even if groundless.
- C. Primary Insurance. The insurance coverage provided by the Contractor shall be primary insurance with respect to the State, its officers, agents, and employees. Any insurance or self-insurance maintained by the State for its officers, agents, and employees is in excess of the Agent's insurance and shall not contribute with it.
- D. Reporting. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the State, its officers, agents, and employees.

- E. Separate Application. The insurance provided by the Contractor shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

SPECIAL PROVISION  
SECTION 201  
TIME  
(Clearing the Right of Way)

The following is added to Section 201.03 General:

Prior to beginning any clearing the Contractor shall mark the limits of all the clearing. When the clearing is marked the Contractor shall notify the Project Manager that the clearing limits are marked. The Project Manager will review the clearing limits and notify the Contractor of any required adjustments within three business days. The Contractor shall allow for this review time in planning his work.

SPECIAL PROVISION  
SECTION 203  
EXCAVATION AND EMBANKMENT  
(Blasted Rock Embankment Construction)

203.01 Description

The following sentence is added:

This work shall include furnishing all material and equipment, placing and compacting Blasted Rock embankment fill and Choke Stone material, as specified herein, and shown on the drawings.

MATERIALS

203.02 Material Requirements.

The following paragraphs are added to the end of the section.

Blasted Rock Fill shall consist of well-graded, hard, durable blasted rock; or a mixture of blasted rock and sand and gravel with a maximum size of 3 ft.

Choke Stone shall meet the material requirements of MDOT 703.06 Type D Aggregate for Subbase and will meet the gradation requirements as provided in the table that follows:

Choke Stone		
Sieve Designation		Percentage by Weight Passing Square Mesh Sieves
9 inch	230 mm	100
2 inch	50 mm	< 75
¾ inch	20 mm	30 - 35
¼ inch	6.3 mm	>15



## CONSTRUCTION REQUIREMENTS

### 203.15 Construction of Rock Embankments

The first sentence of the first paragraph is replaced with:

The material for Blasted Rock Fill embankments shall be placed in layers not exceeding 915 mm (3 ft) in uncompacted thickness.

The following paragraphs are inserted before the second paragraph:

The method of compaction for Blasted Rock Fill embankment for this project will be as follows. Blasted Rock Fill shall be placed in lifts and compacted using a Heavy, Self-Propelled Vibratory Drum Roller with a minimum drum weight of 67 kN (15,000 pounds) and a minimum dynamic force of 178 kN (40,000 pounds). A minimum of eight (8) roller passes will be required.

The first lift of fill over the top of Blasted Rock Fill shall be a Choke Stone layer at least 230 mm (9 inches) thick, except where located directly under the abutment shelves and temporary pier shelf, where the layer shall be at least 460 mm (18 inches) thick. The Choke Stone shall meet the material and gradation requirements indicated in Section 203.02 of this special provision.

The Choke Stone shall be placed in layers not exceeding 230 mm (9 inches) in uncompacted thickness. Compaction requirements for Choke Stone shall be the same as the requirements for compaction of Blasted Rock fill, except that six (6) roller passes will be required.

### 203.18 Method of Measurement

The following paragraph is inserted after the second paragraph:

There will be no separate measurement for payment for processing, hauling, placing or compaction of Blasted Rock Fill and Choke Stone for embankment construction.

### 203.19 Basis of Payment.

The following paragraph is inserted before the tenth paragraph:

Blasted Rock Fill and Choke Stone may be processed from Unclassified Excavation material available on the project. No additional payment will be made for providing sand and gravel material for mixing, loading, transporting, processing, unloading, placing, compacting, disposing of excess material, or providing, preparing, or restoring the processing work area, but will be considered included in these contract items.

SPECIAL PROVISION  
SECTION 203  
EXCAVATION AND EMBANKMENT  
(CONTROLLED BLASTING)

Section 203 – EXCAVATION AND EMBANKMENT, is amended to include the following:

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:

1. The work to be done under this Special Provision includes furnishing all labor, equipment, materials and services, and performing operations required to fragment and excavate materials classified as rock utilizing controlled blasting procedures specified herein to the grades and limits indicated on Drawings such that damage is prevented to adjacent bridge, structures, property (including the entire Fort Knox Park Complex-visitors, personnel, buildings, retaining walls and all other structures located on park property) and work, and such that damage is minimized to adjacent rock, and such that resulting ground vibrations and air blast overpressures are consistently maintained below the maximum levels specified in this Special Provision.
2. The purpose of the controlled blasting is to create a stable rock face with a fall zone to protect the traveling public from rock fall hazard.
3. Work shall include protecting existing structures, adjacent property, workers, Department personnel and consultants, and the general public from damage or injury from improper handling of explosives, flyrock, excessive ground vibrations and/or excessive air blast overpressure levels.
4. Work shall include furnishing, installing, and implementing an audible warning system to indicate impending blasting, as well as familiarizing workers, Department personnel and consultants, and the general public with the system implemented.

1.02 SYSTEM DESCRIPTIONS

Definitions:

1. Earth is defined as all materials not classified as rock.
2. Rock is defined as naturally-occurring, intact material that cannot be broken and removed by large power excavation equipment, and requires the use of hoe rams, systematic drilling and blasting, or other mechanical means to fracture and remove. Boulders over two cubic yards in volume located within soil in open excavation or in trenches requiring the use of hoe rams, drills, or explosives for removal are also defined as rock excavation. Rock does not include boulders less than two cubic yards in volume, or loose, weathered, or fragmented rock which can be excavated with a large backhoe.

1.03 QUALITY ASSURANCE

A. Qualifications:

Persons responsible for blasting shall be licensed blasters and shall have acceptable experience in similar excavations in rock and controlled blasting techniques.

B. Pre-Blast Surveys:

1. Prior to start of earth/rock excavation or blasting work, the Contractor shall engage a qualified independent firm, qualified by training and experience to conduct a pre-blast condition survey of Fort Knox Park (including all buildings, structures and retaining walls), the existing bridge foundations and abutments, and all existing residential structures adjacent to the site, or in the vicinity of the site. This survey will include as a minimum all residential structures within 1000 feet of blasting areas.

The Contractor shall give notice in writing to the owners and tenants of the properties concerned of the dates on which surveys are to be made, so that they may have representatives present during the examination. The Contractor shall provide copies of all notices to the Department.

The survey shall consist of a description of the interior and exterior condition of the various structures examined. Descriptions shall locate any existing cracks, damage, or other defects, and shall include such information that will make it possible to determine the effect, if any, of the construction operations on the defect. Where significant crack or damage exists, or for defects too complicated to describe in words, photographs shall be taken and made part of the record.

The Contractor's record of the pre-blast condition survey shall consist of written documentation and photographs of the conditions identified, or a good quality videotape survey with appropriate audio description of conditions and defects. Prior to start of work, one copy of the Contractor's record of condition survey for each property/structure shall be submitted to the Department for review and retention.

Upon completion of all earth/rock excavation and blasting work, the Contractor shall make an examination similar to the pre-construction survey of any properties, structures, and conditions where complaints of damage have been received or damage claims have been filed, and give notice to all interested parties so that they may be present during the final examination. Records of the final examination shall be distributed the same as the original pre-construction survey.

2. The Contractor may, at no additional cost to the Department, conduct additional pre-blast surveys of structures in the area.
3. The Department will make a similar examination of any properties, structures, and conditions where damage claims have been filed. Records of the damage claim examination will be made available to the Contractor.

C. Codes, Permits and Regulations:

1. The Contractor shall comply with all applicable Federal, State, and Local laws, rules, ordinances and regulations governing the transportation, storage, handling and use of explosives. All labor, materials, equipment and services necessary to make the blasting operations comply with such requirements shall be provided without additional cost to the

Department.

2. The Contractor shall obtain and pay for all permits and licenses required to complete the work of this Special Provision.
3. In case of conflict between regulations or between regulations and Specifications, the Contractor shall comply with the strictest applicable codes, regulations, or Specifications.

D. Blasting Limit Criteria:

1. Existing Structures:

- a. Peak Particle Velocity Limits - At Fort Knox Park, and the existing bridge, the maximum Peak Particle Velocity (PPV) shall not exceed the limits in the table below.
- b. Peak Particle Velocity Limits – At existing residential structures and other buildings near the site, the maximum Peak Particle Velocity (PPV) shall not exceed the highest value allowed by the table below.

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<u>Distance from Blast to Structure</u>	<u>Maximum PPV</u>
0 to 100 ft.	2.0 in./sec
100 to 200 ft.	1.75 in./sec
200 to 300 ft.	1.5 in./sec
300 to 500 ft.	1.0 in./sec
over 500 ft.	0.50 in./sec

- c. Air blast Overpressure Limit - The Contractor shall conduct all blasting activity in such a manner that the peak air blast overpressure measured at the location relative to the blasts of the nearest above-ground, occupied structure and at Fort Knox Park (considering wind direction) shall not exceed 0.013 psi.

2. Blasting Vibration Limits for Curing Concrete:

- a. Type A Concrete – This includes mass concrete that cannot undergo structural bending, such as footings.

<u>Age of Concrete</u>	<u>Allowable PPV (in/sec)</u>
≤ 7 days	2.0
> 7 days	3.0

- b. Type B Concrete – This includes concrete that is capable of undergoing structural bending, such as walls, structural slabs.

<u>Age of Concrete</u>	<u>Allowable PPV (in/sec)</u>
≤ 7 days	1.0
> 7 days	2.0

Blasting shall not be permitted within 40 ft. of new concrete footings, slabs, or walls, unless a blast plan for the specific blasts is forwarded by the Contractor and approved by the Resident.

3. The Contractor shall comply with the Blasting Limit Criteria during all blasting and rock excavation. Any adjustments to the drilling and blasting program and procedures necessary to comply with the Blasting Limit Criteria shall be made by the Contractor during execution of the work at no expense to the Department.

E. Blast Monitoring:

1. The Contractor shall conduct blast vibration monitoring of every blast round required to excavate rock during the conduct of construction. Monitoring shall include at least two seismographs at the nearest adjacent structures and two additional seismographs at the nearest Fort Knox Park structure.
2. The Contractor shall notify the Resident one hour prior to each blast.
3. The Contractor may perform additional blast monitoring at no additional cost to the Department.
4. Blast monitoring shall be conducted by qualified professionals trained in the use of a seismograph, and records shall be analyzed and results reported by persons familiar with analyzing and reporting the frequency content of a seismograph record.
5. All instrumentation proposed for use on the project shall have been calibrated within the previous twelve (12) months to a standard that is traceable to the National Bureau of Standards. Characteristics of required instrumentation are listed below:
  - a. Measure the three (3) mutually perpendicular components of particle velocity in directions vertical, radial, and perpendicular to the vibration source.
  - b. Measure and display the maximum peak particle velocity component and airblast overpressure, and the frequencies of each. The readings must be displayed and readable in the field, immediately after each blast.
  - c. Furnish a permanent time history record of particle velocity waveforms and airblast overpressure waveforms.

F. Blast Monitoring Reports:

Within 24 hours following each blast, a Blast Monitoring Report shall be submitted to the Resident. Any vibrations close to or exceeding the specified limits will be immediately reported to the Resident.

- G. The Contractor shall cooperate with the Resident in permitting observation of the Contractor's drilling and loading procedures, as well as in providing detailed information on blasting operations.
- H. The Contractor shall be completely responsible for all damages resulting from the blasting operations and shall, as a minimum, take whatever measures are necessary to maintain peak air blast overpressure and peak particle velocities within the specified limits. Modifications to blasting and excavation methods required to meet these requirements shall be undertaken at no additional cost to the Department.

general public that a blast is about to occur.

9. Submit a certificate of insurance documenting that liability insurance coverage in an amount no less than \$2,000,000 will be in force for the duration of blasting at the site. The Contractor shall ensure that all damage claims will be honored, pursuant to the terms of the insurance policies and/or applicable state law.
10. Submit a copy of the blasting permit(s) obtained to conduct blasting on the site (when received).

B. Progress Submittal:

1. In the event that the Contractor's design round results in ground vibrations and/or air blast overpressures which exceed the blasting limit criteria specified in this Special Provision, the Contractor shall immediately revise the round design appropriately and submit the revised round design to the Resident for review. The Contractor shall allow sufficient time for review, and shall not conduct additional blasting until the revised blast round design is approved.
2. Review by the Department of blast designs and techniques shall not relieve the Contractor of responsibility for the accuracy, adequacy and safety of the blasting, exercising proper supervision and field judgment and producing the results within the blasting limits required by this Special Provision.
3. The Contractor shall report to the Resident in writing all blasting complaints received by the Contractor within 24 hours of receipt. Each blast complaint report shall include the name and address of the complainant, time received, date and time of blast complained about, and a description of the circumstances which led to the complaint.

- C. The time period(s) specified for submittal are the minimum required by the Resident to review, evaluate and respond to the Contractor. If, after review, the Resident requires re-submission for any reason, the specified time period(s) shall commence upon the date of receipt of the re-submittal(s). The Contractor is responsible for scheduling specified submittal and re-submittal so as to prevent delays in the work.

1.05 INDEMNITY

- D. Notwithstanding full compliance with this Special Provision, approval of blasting plan, and successful limitation to maximum peak particle velocity and air blast overpressure noted above, the Contractor shall be solely responsible for any damage, direct or indirect, arising from blasting and shall hold the Department and their consultants harmless from any costs, liens, charges, claims or suits, including the costs of defense, arising from such damage, real or alleged. The Department and their consultants shall be additionally-named insured on any insurance policy covering blasting carried by the Contractor, and this requirement shall also be enforced on any subcontractor.

PART 2 – EXECUTION

3.01 MINIMUM SAFETY PRECAUTIONS

- I. Airborne Dust and Noise Limits: The Contractor shall take precautions, such as the use of water, vacuums, and mufflers, to minimize noise and dust from air track drilling operations, and shall keep noise and airborne dust levels at off site residences below regulatory limits.

#### 1.04 SUBMITTALS

A. Advance Submittal:

The Contractor shall submit the following information to the Resident at least ten (10) business days prior to commencing drilling and blasting operations. It is the Department's intent to respond to the major items in the Contractor's submittal within five (5) business days after receipt.

1. Sequence and schedule of blasting rounds, including the general method of developing the excavation, lift heights, etc.
2. Listing of inclinometer device to be used to accurately position drill angle on all drill rigs, complete with catalog cuts, specifications, and operation procedures.
3. Include the following blast round details:
  - a. Diameter, spacing, burden, depth, and orientation of each blast hole for each round design, including test blasts, production blasts, and blasts where perimeter control methods are required.
  - b. Nomenclature and amount (in terms of weight and number of cartridges) of explosives and distribution of charge to be used within each hole, on each delay, and the total for the blast.
  - c. Nomenclature and type of detonators; delay pattern wiring diagram for the round: type and capacity of firing source, size, type and location of safety switches and lightning gap.
  - d. Type and location of stemming to be used in holes.
  - e. Calculations of anticipated vibration levels at the nearest adjacent structures.
4. Methods of matting or covering of the blast area in open excavations to prevent flyrock and excessive air blast overpressure.
5. Written evidence of the licensing, experience and qualifications of the blasters who will be directly responsible for the loading of each shot and for firing it.
6. Name and qualifications of the person(s) responsible for design and directing the blasting. This submittal shall document by project lists and samples of blasting round design calculations that the person has the required experience in controlling open-cut blast vibrations in blasting rounds of the type required on the project.
7. Name and qualifications of the firm responsible for conducting the pre-blast survey.
8. Details of an audible advance signal system to be employed at the job site as a means of informing workers, Department personnel or its representatives, and the

- A. Clearing the Danger Area before Blasting: No blasting shall be permitted until all personnel in the danger area have been removed to a place of safety. A loud, audible, warning system, devised and implemented by the Contractor, shall be sounded before each blast. The Contractor shall familiarize all personnel on the project and the general public with the implemented system. The danger area shall be patrolled before each blast to make certain that it has been completely cleared, and guards shall be stationed to prevent entry until the area has been cleared by the blaster following the blast.

The contractor shall also be responsible for patrolling the Fort Knox Park property, located to the North and West of the work area. No blasting shall be permitted until the Contractor has determined that no person is within 300 feet of the blasting area.

- B. Explosives shall be stored, handled and employed in accordance with federal, state, and local regulations.
- C. No explosives, caps, detonators or fuses shall be stored on the site during non-working hours.
- D. The Contractor shall be responsible for determining any other safety requirements unique to blasting operations on this particular site so as not to endanger life, property, utility services, any existing or new construction, or any property adjacent to the site.
- E. No requirement of, or omission to require, any precautions under this Contract shall be deemed to limit or impair any responsibility or obligations assumed by the Contractor under or in connection with this Contract; and the Contractor shall at all times maintain adequate protection to safeguard the public and all persons engaged in the work, and shall take such precautions as will accomplish such end, without undue interference to the public. The Contractor shall be responsible to pay for any damage to adjacent structures including all Fort Knox Park structures, resulting from work executed under this Special Provision.

## 2.02 TEST BLASTING

The initial blasting at the site shall be a series of three test blasts, for the purpose of assessing the vibration attenuation characteristics at the site and the effectiveness of perimeter control blasting measures. Test blasts shall take place at the locations designated by the Resident. A minimum scaled distance ( $R/W^{1/2}$ ) of 80 ft/lb<sup>1/2</sup> shall be used for test blasts where R is the distance to the nearest residential structure or Fort Knox Park and W is the maximum charge weight per delay. Blast rock shall be removed from the face at the test blast locations to allow for inspection of perimeter control blasting results.

## 2.03 GENERAL BLASTING PROCEDURES

- A. Blasting shall be limited to between the hours of 8:00 A.M. and 5:00 P.M. Monday through Saturday or as otherwise restricted by the Department. No blasting shall be conducted on Sundays, holidays, or other times unless prior written permission is received from the Resident.
- B. The Contractor shall notify the Resident at least 48 hours before blasting operations are to commence, and at least 24 hours prior to recommencing blasting if operations are suspended for any reason.
- C. The Contractor shall conduct blasting operations such that damage is prevented to adjacent structures including Fort Knox Park, property, and work, and such that peak particle velocity and air blast overpressure levels do not exceed the maximum specified limits at the locations



specified.

- D. In order to ensure good bearing material for the roadway, the Contractor shall conduct blasting such that overbreak and fracturing of rock is minimized below the required subgrade level. Subdrill (depth of blasthole below required subgrade) should be kept to the minimum necessary to adequately fragment and remove the rock to the limits of excavation. Subdrill shall not exceed 2 ft. unless the Contractor has submitted an advance written request to the Resident indicating why additional subdrill is required.
- E. No free-flowing, pourable or pumpable explosives shall be used unless approved in writing by the Resident. All explosives shall be in cartridges or other semi-rigid containers.
- F. Prior to each blast the Contractor shall verbally notify each private residence within the blast area of the impending blast. Upon completion of this verbal notification The Contractor shall notify the Project Manager, in writing, that the notifications have been made. Failure to comply with this provision shall result in liquidated damages \$1000 being assessed for each failure to notify.
- G. Immediately after blasting, the Contractor shall have sufficient equipment available at the site to clean pavement of blastrock. The Contractor shall also use, as required, a mechanical sweeper to control dust and small stones.
- H. Any traffic delays shall be limited to those described in Special Provision 652—Maintenance of Traffic (Traffic Control)
- I. At the completion of each blast round, the Contractor shall collect the presplitting fragmented rock and dispose of all material outside the limits of the Prospect Rock Cut area as indicated on the drawings (reuse on project) or as otherwise determined by the Contractor.
- J. If the blasting and rock excavation is performed using multiple lifts, any remaining bench shall be less than 2.5 feet in width.

#### 2.04 BOREHOLE DEVIATION MEASUREMENTS

- A. In order to assure adequate rock fragmentation, minimize the damage to remaining rock beyond the excavation limits, and minimize the possibility of excessive throw of rock onto the highway, the Contractor shall utilize borehole deviation techniques in order to determine the actual burden (distance to free face) for selected production and perimeter holes.
- B. For perimeter blast holes greater than twenty (20) feet in length a borehole deviation survey shall be completed for every fourth perimeter hole. For production blast holes adjacent to an open face adjacent to Route 1 and greater than 20 ft. in length, a borehole deviation survey shall be completed for every fourth production hole in the exterior row of blast holes. The borehole deviation survey system shall be capable of measuring deviation along two axes: one parallel to the excavation limits, and one perpendicular to the excavation limits. It should be able to survey a 2 in. to 3 ½ in. diameter hole, up to 110 feet deep, to approximately 30 degrees, at an accuracy of 0.10 degrees. One acceptable system would be the “Boretrack” borehole deviation survey system.

#### 2.05 SPECIAL PERIMETER CONTROL BLASTING PROCEDURES

A. Special perimeter control blasting shall be conducted as required to control the limits of the excavation.

B. Pre-Splitting:

1. If used, pre-split blast holes shall be loaded and fired separately before the main round to create a fracture plane along the perimeter of the excavation.
2. Pre-split holes shall be string-loaded or space-loaded with light, distributed charges and shall be thoroughly stemmed for the full length of hole with sand. The top of the hole, for a minimum of 18 inches, shall be unloaded and stemmed with crushed stone stemming.
3. Spacing, burden, hole diameter and loading shall be maintained within the guidelines listed in Table I unless deviation from the guidelines is approved by the Resident based on observed field performance.

TABLE I  
PRE-SPLITTING GUIDELINES

HOLE DIAMETER (in.)	HOLE SPACING (ft.)	COLUMN LOAD CHARGE CONCENTRATIONS (lb./ft.)
—		
1.5 to 2.5	1.0 to 1.5	0.06 to 0.15
3.0 to 4.0	1.5 to 2.0	0.10 to 0.20

4. Use of one or more strands of 400 grain/ft PRIMA-CORD, such as manufactured by the Ensign-Bickford Company, or equivalent, as a string-loaded column charge, will meet the required low level of column charge concentrations for pre-split holes.
5. The bottom charge concentration within the bottom 1 to 3 feet of hole shall be approximately two (2) times the column charge concentration.
6. Pre-split holes shall be fired simultaneously if particle velocity and air blast considerations will permit. Otherwise, groups of pre-split holes in segments along the pre-split line shall be systematically fired with millisecond (MS) delays.
7. Pre-split holes shall not deviate more than 6 inches out of alignment over the full maximum vertical lift height.
8. Loading of the first-row-in of production holes shall be approximately 50 percent of normal production hole loading.
9. First-row-in production blast holes shall be drilled at an angle to avoid the concentration of explosive charge in close proximity to the perimeter face.

C. Cushion Blasting:

1. If used, cushion blast holes shall be loaded and fired separately after the main round to ensure a free face and equal burden.
2. Cushion blast holes shall be string-loaded or space-loaded with light charges, and shall be thoroughly stemmed with a minimum of 18 inches of crushed stone stemming, or other material capable of maintaining explosive gas pressures. Spacing, burden, blast hole diameter and loading shall be maintained within the guidelines listed in Table II.

TABLE II

CUSHION BLASTING GUIDELINES

HOLE DIAMETER (in.)	HOLE SPACING (ft.)	BURDEN (ft.)	COLUMN LOAD CHARGE CONCENTRATIONS (lb./ft.)
1.5 - 2.0	1.0 - 1.5	2.5 - 3.0	0.06 - 0.15
2.5 - 4.0	1.5 - 2.0	3.0 - 3.5	0.10 - 0.25

NOTE: Small diameter, unloaded guide holes shall be used if required for satisfactory results, located midway between each cushion blast hole.

3. The first row of drill holes in from the perimeter row shall be loaded with not more than four times the charge weight indicated in the above table. Spacing and burden of first row-in holes shall be decreased sufficiently from those of other production holes to ensure that the perimeter holes have a free face and equal burden for the full depth of the round. The first-row-in production holes shall be drilled at an angle to avoid the concentration of explosive charges in close proximity to the perimeter face.
4. Use of one or more strands of 400 grain/ft. PRIMA-CORD, such as manufactured by the Ensign-Bickford Company, or equivalent, as a string-loaded column charge, will meet the required low level of column charge concentrations for cushion blast holes.

2.06 MEASUREMENT AND PAYMENT

A. Method of Measurement

1. Rock removed in accordance with this Special Provision will be paid using the neat lateral and horizontal limits indicated on the Drawings, and the measured quantity shall be an in-place measurement. If the blasting and rock excavation is performed using multiple lifts, any remaining bench shall be less than 2.5 feet wide and any additional excavation required as a result of the benching shall not be measured for payment.
2. There will be no separate measurement for conducting pre-blast surveys, or installing, maintaining and monitoring blast instrumentation, borehole deviation surveys, collecting blast debris, disposal of materials and all other work noted above. All cost in connection therewith will be considered incidental.
3. Production holes will not be measured for payment.

4. Special perimeter control blasting procedures (Section 3.05) at the perimeter of the rock slopes shall be measured by the linear foot of presplit or cushion blast hole, measured from the collar of the hole to a depth six inches below the finished ditch line. Holes which deviate from the correct alignment by more than six inches or one percent of the hole depth (whichever is greater) shall not be measured for payment.

B. Basis of Payment

1. Rock removed in accordance with this Special Provision will be paid for at the contract unit price per cubic yard for Pay Item 203.22 – Unclassified Excavation. Work associated with conducting pre-blast surveys, blast monitoring, borehole deviation surveys, collecting blast debris disposal of materials and all other work noted above will not be paid for separately but are considered incidental to the contract unit price for Pay Item 203.22.
2. Payment for special perimeter control blasting (Section 3.05) will be paid for at the contract unit price per linear foot for Pay Item 203.211 – Presplitting Rock.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
203.211	Presplitting Rock	Linear Foot
203.22	Unclassified Excavation	Cubic Yard

**SPECIAL PROVISION**  
**SECTION 403**  
**HOT MIX ASPHALT PAVEMENT**

<b>Desc. of Course</b>	<b>Grad. Design</b>	<b>Item Number</b>	<b>Bit Cont. % of Mix</b>	<b>Total Thick</b>	<b>No. Of Layers</b>	<b>Comp. Notes</b>
<b><u>Approach Travelway, and Turn Lanes</u></b>						
Base	19.0mm	403.207	N/A	5"	2/more	5,8,11,15
<b><u>Sideroads</u></b>						
Base	19.0mm	403.207	N/A	2 1/2"	1/more	5,8,11,15
<b><u>Islands, Misc.</u></b>						
Wearing	9.5mm	403.209	N/A	2"	2/more	2,3,9,13

**COMPLEMENTARY NOTES**

2. The density requirements are waived.
3. The design traffic level for mix placed shall be <0.3 million ESALS.
5. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS for mix placed under this contract. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **75 gyrations**. (Ndesign)
8. Section 106.6 Acceptance, (2) Method B.
9. Section 106.6 Acceptance, (2) Method C
11. A mixture meeting the gradation of 12.5 mm hot mix asphalt may be used at the option of the contractor. Lift thicknesses may be required to be modified, as approved by the Resident.
13. A mixture meeting the requirements of section 703.09 Grading 'D', with a minimum PGAB content of 6%, and the limits of Special Provision 401, Table 9 (Drives and Sidewalks) for PGAB content and gradation may be substituted for this item. A job mix formula shall be submitted to the department for approval.
15. Any base or binder mix left exposed to traffic over the winter shall have a layer of 12.5 mm mix substituted for the 19mm mix. If this substitution is made, the specified layers may need to be modified, as approved by the Resident.

**Tack Coat**

A tack coat of emulsified asphalt, RS-1 or HFMS-1, Item 409.15 shall be applied to any existing pavement at a rate of approximately 0.025 gal/yd<sup>2</sup>, and on milled pavement approximately 0.5 gal/yd<sup>2</sup>, prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim / intermediate course and the surface course, at a rate not to exceed 0.025 gal/yd<sup>2</sup>.

Tack used between layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

SPECIAL PROVISION  
SECTION 510  
SPECIAL DETOURS

510.01 Description The following is added to this subsection:

To maintain two lanes of traffic in Verona, a temporary relocation of Route 1 will be required.

510.03 Vehicular and Pedestrian Traffic Not Separated

The following is added to this subsection:

The approximate location of a temporary retaining wall is shown on the Plans. This wall shall be designed and sealed by a Professional Engineer, registered in accordance with the laws of the State of Maine, and shall be designed according to current American Association of State Highway Officials (AASHTO) and MDOT Bridge Design Guide standards. The Contractor shall submit detailed plans and design computations for the temporary wall to the Project Manager at least 15 days before construction of the wall begins.

The temporary retaining wall shall be designed to support all loads associated with maintaining traffic on the existing bridge, as well as all loads associated with maintaining traffic on the new bridge; these loads shall include the Future Pavement and Subbase and the Future Fill shown on the plans. Future Final Sideslopes will be placed by others, once the existing bridge approach spans have been removed. The engineer responsible for the design of the wall shall inspect the construction and loading of the wall at least weekly and certify, in writing, to the Department that the construction of the wall and the fill supported by it is in reasonable conformity with the design. This written certification shall be presented to the Project Manager immediately upon completion of the inspection.

a. Horizontal Alignment This subsection is deleted and replaced with the following:

Horizontal curve radius shall not be less than 205 feet at the centerline of roadway, except as approved by the Resident.

Beginning 100 feet east of the existing abutment, the Roadway template shall consist of a minimum two 12-foot lanes with a minimum 5-foot shoulder width free from any obstruction. The roadway width shall have a uniform taper between the existing abutment and the full width section 100 feet to the east. The roadway widths shall be increased on curved portions of the Special Detour to account for the off tracking characteristics of a WB-67 design vehicle in accordance with Table III-20, Case I or Case III of the AASHTO Specification.

e. Approach Road Surface This subsection is deleted and replaced with the following:

The approach road surface shall be paved with a minimum of 3 inches of HMA pavement.

Centerline and edge line striping shall be provided and maintained, to the satisfaction of the Project Manager, for the duration of the use of the Special Detour.

510.07 Removal of Detour

This subsection is removed and replaced with the following:

The temporary approach roadway shall remain in place at the conclusion of the contract. This roadway shall become the responsibility of others once the work for this contract is substantially complete.

The Contractor shall remain responsible for maintenance of the temporary retaining wall until the Future Final Sideslopes have been placed by others. At the completion of sideslope construction, the Contractor shall remove the temporary retaining wall down to a minimum of 5 feet below final grade.

510.09 Basis of Payment

The last sentence in paragraph 2 is deleted and replaced with the following:

Traffic control and dust control will be paid for under the applicable contract items. Pavement and pavement markings used on the detour will not be paid for separately, but will be included in the lump sum price.

PROSPECT-VERONA  
ROUTE 1 / PENOBSCOT RIVER BRIDGE  
PIN 7965.51  
September 26, 2003

SPECIAL PROVISION  
SECTION 637  
DUST CONTROL

637.06 Basis of Payment. Add the following after the second sentence of the third paragraph: "Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor's own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor's own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control."



SPECIAL PROVISION  
SECTION 652  
MAINTENANCE OF TRAFFIC  
(Traffic Control)

652.01 Description The following paragraphs are added:

A Preliminary Traffic Control Plan (PTCP) shall be submitted with the bid documents. This PTCP will be reviewed to assure that all bidders understand the traffic control requirements set forth in the Special Provisions. The PTCP shall also be reviewed per the following paragraph.

The Contractor will be required to provide a Traffic Control Plan (TCP) to the Project Manager within 5 days after the award, but no less than 10 working days before the Pre construction Meeting. The Project Manager, with guidance from the Division Traffic Engineer, shall have 10 working days to review and comment or approve the Traffic Control Plan. If not approved, any resubmission of the TCP shall be governed by the review times in Section 105 of the Standard Specifications. This TCP shall include a description of how the Contractor will maintain traffic throughout the duration of the project, as well as what traffic control devices will be used to maintain traffic, and the placement of these traffic control devices. The Contractor shall provide a Traffic Control Supervisor who will be responsible for providing traffic control management in compliance with the contract and the Manual of Uniform Traffic Control Devices (MUTCD), including supervision of personnel for and during the installation, adjustments, inspection, maintenance and removal of all traffic control devices on the project. Work under this item will also include flaggers. Drums and cones shall meet NCHRP test criteria. No disruption to traffic will be allowed, except signing, before the TCP is reviewed and approved by the Project Manager and the Division Traffic Engineer.

The Contractor will be required to maintain two-way traffic on US Route 1 throughout construction of the rock cut, relocated roadway, and the bridge approaches. Traffic shall be maintained on two 12-foot paved travel lanes with a minimum 5-foot shoulder width free from any obstruction for snow storage during winter maintenance.

Between Memorial Day and Labor Day, the Contractor shall plan and conduct his work such that free flowing traffic is maintained at all times without the need for flaggers. All trucks will be expected to enter and exit work areas within the normal traffic flow. Provisions shall be made so that trucks drive into and out of Route 1 from the work areas without backing.

Traffic can be stopped temporarily to facilitate blasting of the rock as discussed below. Between Memorial Day and Labor Day (inclusive), this temporary traffic stoppage shall occur only between the hours of 8:30 a.m. & 10:30 a.m.; 1:30 p.m. & 3:30 p.m.; and 7:00 p.m. & 8:30 p.m.. The maximum time for which any traffic on Route 1 may be stopped at any single time shall be 15 minutes, from the time traffic is stopped until all travel lanes are cleared of blast debris, to the satisfaction of the Resident, and notice is given that traffic may be resumed. In accordance with Special Provision 203 Excavation and Embankment (Controlled Blasting),

the Contractor shall reduce the size of the blast, change the design and method of blast, use more mats, or otherwise alter the blasting so that the traffic is not stopped for more than 15 minutes.

The TCP shall include procedures that minimize traffic disruption to US Route 1 during the construction period. Minimizing traffic disruption will be a major factor in granting approval of the Traffic Control Plan.

The Contractor will be required to notify the public of any planned traffic impacts (lane closures, detours, etc.) at least 1 week in advance of the proposed change. This includes local newspapers, media (radio and television), and municipal officials.

652.09 Flaggers      The first paragraph is revised as follows:

The Contractor shall furnish flaggers who have been trained and certified. Training will consist of class and video instruction. Courses will be reviewed by the Department and the Contractor will furnish the Project Manager a list of certified flaggers prior to the start of work.

652.15 Method of Measurement      This entire Subsection is revised to read:

Traffic Control Supervisor, Flaggers, installation and maintenance of traffic control devices, and the placement, removal and resetting of cones, drums, barricades (Type I and III), work zone crash cushions, construction signs, placement and removal of all pavement markings, and temporary concrete barriers, will be measured as one lump sum for all work authorized and performed.

Granular materials used to maintain traffic will be considered incidental to Item 510.10.

652.16 Basis of Payment      This entire Subsection is revised to read:

Traffic Control will be paid for at the contract lump sum price. Payment will be full compensation for the Traffic Control Supervisor, for flaggers, and the placement, removal and resetting of cones, drums, barricades (Type I and III), work zone crash cushions, pavement markings, and temporary concrete barriers, and construction signs, as necessary, and maintenance thereof.

Maintenance of signs includes: replacing devices damaged, lost, or stolen, and cleaning and moving as many times as necessary throughout the life of the contract, regardless whether the work areas or projects are geographically separated or not separated.

Flaggers shall be included in the contract lump sum price with no additional payment for overtime. The lump sum price shall be full compensation for hiring, transporting, equipping, supervising and paying flaggers and for all overhead and incidentals necessary to complete the work.

PROSPECT-VERONA  
PENOBSCOT RIVER CROSSING  
PIN 7965.51  
June 16, 2004

There will be no payment for work done under this item after the expiration of contract time.

Payment will be made under:

Pay Item	Pay Unit
652.39 Work Zone Traffic Control	Lump Sum

**SPECIAL PROVISION**  
**SECTION 656**  
Temporary Soil Erosion and Water Pollution Control

The following is added to Section 656 regarding Project Specific Information and Requirements. All references to the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual) are a reference to the latest revision of said manual. The "Table of Contents" of the latest version is dated "1/19/00" (available at <http://www.state.me.us/mdot/mainhtml/bmp/bmpjan2000.pdf>.)

**Procedures specified shall be according to the BMP Manual unless stated otherwise.**

Any and all references to "bark mulch" or "composted bark mix" shall be a reference to "Erosion Control Mix" in accordance with *Standard Specification, Section 619 - Mulch*.

**Project Specific Information and Requirements**

The following information and requirements apply specifically to this Project. The temporary soil erosion and water pollution control measures associated with this work shall be addressed in the SEWPCP.

- 1) This project is located within the Penobscot River Estuary watershed, which has been classified as Class SC Estuary. The project is **NOT SENSITIVE** as defined by the MDOT BMP Manual, but due to the proximity to the resource, strict erosion and sediment controls are necessary.
- 2) Newly disturbed earth, excepting rock fill, shall be mulched by the end of each workday. Mulch shall be maintained on a daily basis.
- 3) Dust control items other than those under *Standard Specification, Section 637 – Dust Control*, if applicable, shall be included in the plan.
- 4) Permanent slope stabilization measures shall be applied within one week of the last soil disturbance, with the exception of the private and campground drives in Verona. In those areas, specified temporary slope stabilization measures shall be applied within one week of the last soil disturbance.
- 5) Permanent seeding shall be done in accordance with *Standard Specification, Section 618 - Seeding* unless the Contract states otherwise.
- 6) After November 1 the Contractor shall use winter stabilization methods, such as Erosion Control Mix as specified in *Standard Specification, Section 619 - Mulch*. If required, spring procedures for permanent stabilization shall also be described in the plan. Use of this product for

**SPECIAL PROVISION**  
**SECTION 656**  
Temporary Soil Erosion and Water Pollution Control

over-winter temporary erosion control will be incidental to the contract and be paid for as part of Pay Item 656.75.



## DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP)

## PERMIT BY RULE NOTIFICATION FORM

(For use with DEP Regulation, Chapter 305)

■ MDOT PIN: 7965.40

Name of Applicant: State of Maine Department of Transportation

Name of Contact: David Gardner

Mailing Address: State House Station #16 Town/City: Augusta

State: Maine Zip Code: 04330-0016

Daytime Telephone #: (207)-624-3105

Name of Wetland, Water Body or Stream: Penobscot River and Unnamed Wetlands

**Detailed Directions to Site:** The project is located on Route 1 in Prospect and Verona over the Penobscot River. From Bangor take Route 15 through Brewer and head southerly to Bucksport. In Bucksport take a right onto Route 1 and follow Route 1 approximately 1.5 miles until you reach the Penobscot River crossing and the project location.

Town/City: Prospect and Verona

Map #: N/A

Lot #: N/A

County: Waldo and Hancock

**Description of Project:** The project involves construction of a new Penobscot River Bridge crossing. The new Bridge will be a single plain cable stayed bridge consisting of two piers located at the edge of the spring tide line. The new Bridge will be less than 200' off existing centerline, alter less than 300' of shoreline, and impact approximately 168 sf of coastal wetland. State fishery agency comments are attached to this Permit by Rule. The project will be performed in accordance with erosion control measures conforming with the latest versions of the *State of Maine Department of Transportation Standard Specifications for Highways and Bridges* and the *Department of Transportation's Best Management Practices for Erosion and Sediment Control*.

Part of a larger project?

☐ Yes ☒ No(CHECK ONE) This project... ☒ does ☐ does not ...involve work below mean low water.

I am filing notice of my intent to carry out work which meets the requirements for Permit By Rule (PBR) under DEP Regulation, Chapter 305. I have a copy of PBR Sections checked below. I have read and will comply with all of the standards.

☐ Sec. (2) Soil Disturbance☐ Sec. (8) Shoreline stabilization☐ Sec. (14) Piers, Wharves & Pilings☐ Sec. (3) Intake Pipes☐ Sec. (9) Utility Crossing☐ Sec. (15) Public Boat Ramps☐ Sec. (4) Replacement of Structures☐ Sec. (10) Stream Crossing☐ Sec. (16) Coastal Sand Dune Projects☐ Sec. (5) REPEALED☒ Sec. (11) State Transport. Facilities☐ Sec. (17) Transfers/Permit Extension☐ Sec. (6) Movement of Rocks or Vegetation☐ Sec. (12) Restoration of Natural Areas☐ Sec. (18) Maintenance Dredging☐ Sec. (7) Outfall Pipes☐ Sec. (13) F&W Creation/Enhance/Water Quality Improvement

I authorize staff of the Departments of Environmental Protection, Inland Fisheries & Wildlife, and Marine Resources to access the project site for the purpose of determining compliance with the rules. I also understand that **this permit is not valid until approved by the Department or 14 days after receipt by the Department, whichever is less.**

I have attached all of the following required submittals. **NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS:**

- A \$50 (non-refundable) payment shall be done by internal billing.
- Attach a U.S.G.S. topo map or Maine Atlas & Gazetteer map with the project site clearly marked.
- ☐ Attach photographs showing existing site conditions (unless not required under standards).

Signature of Applicant:

John E. Dority, Chief Engineer

Date:

09/23/03

Keep the bottom copy as a record of permit. Send the form with attachments via certified mail to the Maine Dept. of Environmental Protection **at the appropriate regional office listed below.** The DEP will send a copy to the Town Office as evidence of the DEP's receipt of notification. No further authorization by DEP will be issued after receipt of notice. Permits are valid for two years. **Work carried out in violation of any standard is subject to enforcement action.**

AUGUSTA DEP STATE HOUSE STATION 17 AUGUSTA, ME 04333-0017 (207)287-2111 PORTLAND DEP 312  
CANCO ROAD PORTLAND, ME 04103 (207)822-6300 BANGOR DEP 106 HOGAN ROAD BANGOR, ME  
04401 (207)941-4570 PRESQUE ISLE DEP 1235 CENTRAL DRIVE PRESQUE ISLE, ME 04769 (207)764-0477

OFFICE USE ONLY  
PBR #

FP

Ck.#

Date

Staff

Acc. Date

Staff

Def. Date

After Photos





DEPARTMENT OF THE ARMY  
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS  
696 VIRGINIA ROAD  
CONCORD, MASSACHUSETTS 01742-2751

REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY PROGRAMMATIC GENERAL PERMIT  
STATE OF MAINE, SUMMARY OF SCREENING AND STATUS

OFFICE OF ENVIRON. SERVICES  
MAINE DEPT. OF TRANSPORTATION  
16 STATE HOUSE STATION  
AUGUSTA, MAINE 04333

CORPS PERMIT # 200302090  
CORPS PGP ID# 03-340  
STATE ID# PBR

DESCRIPTION OF WORK AS ON ATTACHED STATE APPN:

Place fill below the high tide line of the Penobscot River and in adjacent tidal wetlands in Prospect and Verona, Maine in order to replace the existing deteriorated Route 1 bridge. Approximately 168 square feet (0.004 acres) of tidal bottom and wetland will be impacted by the project. DOT PIN #7965.40

SPECIAL CONDITIONS: The permittee must obtain a bridge permit from the US Coast Guard before beginning construction. For information contact Commander (obr), First Coast Guard District, One South Street - Battery Bldg, New York, NY 10004-5073; phone (212) 668-7021.

UTM GRID COORDINATES N: 44° 33' 39.33" W: 68° 48' 13.06" USGS QUAD: BUCKSPORT, ME

I. STATE ACTIONS: PENDING [ X ], ISSUED [ ], DENIED [ ] DATE

LEVEL OF STATE REVIEW: PERMIT BY RULE: X, TIER 1: , TIER 2: , TIER 3: , (NRPA)

II. FEDERAL ACTIONS:

DATE STATE FILE REVIEWED: 10/2/03 (PGP JP MEETING)

LEVEL OF CORPS REVIEW: CATEGORY 1: CATEGORY 2: X

AUTHORITY: SEC 10, 404, 10/404 X, 103

EXCLUSIONS: The exclusionary criteria identified in the general permit do not apply to this project.

ESSENTIAL FISH HABITAT (EFH): EFH PRESENT Y/N (CIRCLE ONE)

IF YES: Based on the terms and conditions of the PGP, which are intended to ensure that authorized projects cause no more than minimal environmental impacts, the Corps of Engineers has preliminary determined that this project will not cause more than minimal adverse effects to EFH identified under the Magnuson-Stevens Fisheries Conservation and Management Act.

FEDERAL RESOURCE AGENCY OBJECTIONS: EPA NO, USF&WS NO, NMFS NO

CORPS DETERMINATION: We authorize your project as proposed and as shown on the plans submitted to the Corps under the State of Maine PGP.

Please note that all work is subject to the conditions contained in the general permit and any additional special conditions listed on any attached sheets. No work may be started unless and until all other required local, State and Federal licenses and permits have been obtained. Also, this permit requires you to notify us before beginning work and allow us to inspect the project. Hence, you must complete and return the attached Work Start Notification Form(s) to this office no later than two weeks before the anticipated starting date. (FOR PROJECTS REQUIRING MITIGATION, BE SURE TO INCLUDE MITIGATION WORK START FORM)

Additional Special conditions Attached: YES / NO (CIRCLE ONE) SEE ABOVE

The Corps of Engineers has implemented an administrative appeals process for jurisdictional determinations. If you are interested in appealing the jurisdictional determination for this project; or if you would like any additional information pertaining to the appeals process, please contact Shawn Mahaney or Rod Howe of my staff at 207-623-8367 at our Manchester, Maine Project Office.

JAY L. CLEMENT  
SENIOR PROJECT MANAGER  
MAINE PROJECT OFFICE

DAVID H. KILLOY  
CHIEF, PERMITS & ENFORCEMENT BRANCH  
REGULATORY DIVISION

DATE



Permit No: GP-39

Effective Date: Sept. 29, 2000

Expiration Date: Sept. 29, 2005

Applicant: General Public, State of Maine

**DEPARTMENT OF THE ARMY  
PROGRAMMATIC GENERAL PERMIT  
STATE OF MAINE**

The New England District of the U.S. Army Corps of Engineers hereby issues a programmatic general permit (PGP) that expedites review of minimal impact work in coastal and inland waters and wetlands within the State of Maine. Activities with minimal impacts, as specified by the terms and conditions of this general permit and on the attached DEFINITION OF CATEGORIES sheets, are either non-reporting (provided required local and state permits are received), or are reporting, to be screened by the Corps and Federal Resource Agencies for applicability under the general permit. This general permit does not affect the Corps individual permit review process or activities exempt from Corps jurisdiction.

**Activities Covered:** work and structures that are located in, or that affect, navigable waters of the United States (regulated by the Corps under Section 10 of the Rivers and Harbors Act of 1899) and the discharge of dredged or fill material into waters of the United States (regulated by the Corps under Section 404 of the Clean Water Act), and the transportation of dredged material for the purpose of disposal in the ocean (regulated by the Corps under Section 103 of the Marine Protection, Research and Sanctuaries Act).

**PROCEDURES:**

**A. State Approvals**

For projects authorized pursuant to this general permit that are also regulated by the State of Maine, the following state approvals are also required and must be obtained in order for this general permit authorization to be valid (applicants are responsible for ensuring that all required state permits and approval have been obtained):

- (a) Maine Department of Environmental Protection (DEP): Natural Resources Protection Act permit, including permit-by-rule and general permit authorizations; Site Location and Development Act permit; and Maine Waterway Development and Conservation Act.
- (b) Maine Department of Conservation: Land Use Regulation Commission (LURC) permit.
- (c) Maine Department of Marine Resources: Lease.
- (d) Bureau of Public Lands, Submerged Lands: Lease.

Note that projects not regulated by the State of Maine (e.g., seasonal floats or moorings) may still be authorized by this general permit.

## **B. Corps Authorizations : Category I (Non-Reporting)**

Work in Maine subject to Corps jurisdiction that meets the definition of Category I on the attached DEFINITION OF CATEGORIES sheets and that meets all of this permit's other conditions, does not require separate application to the Corps of Engineers. If the State or the Corps does not contact the applicant for PBRs and Tier One permits during the State's Tier One 30-day review period, Corps approval may be assumed and the project may proceed. Refer to the Procedures Section at Paragraph E below for additional information regarding screening.

**Note that the review thresholds under Category I apply to single and complete projects only (see special condition 5). Also note that Category I does not apply to projects occurring in a component of, or within 0.25 miles up and downstream of the main stem or tributaries of a river segment of the National Wild and Scenic River System (see condition 11, and page 9 for the listed rivers in Maine).**

There are also restrictions on other national lands or concerns which must be met in order for projects to be eligible for authorization under this PGP. Refer to special conditions 6-13 under Paragraph F below.

Work that is not regulated by the State of Maine, but that is subject to Corps jurisdiction, is eligible for Corps authorization under this PGP in accordance with the review thresholds and conditions contained herein.

Although Category I projects are non-reporting, the Corps reserves the right to require screening or an individual permit review if there are concerns for the aquatic environment or any other factor of the public interest (see special condition 4 on Discretionary Authority). The Corps review or State/Federal screening process may also result in project modification, mitigation or other special conditions necessary to minimize impacts and protect the aquatic environment as a requirement for PGP approval.

## **C. Corps Authorization: Category II (Reporting – requiring screening)**

### **APPLICATION PROCEDURES**

For projects that do not meet the terms of Category I (see DEFINITION OF CATEGORIES sheets), the Corps, State, and Federal Resource Agencies will conduct joint screening meetings to review applications. If projects are concurrently regulated by the DEP or LURC, applicants do not need to submit separate applications to the Corps. For projects not regulated by DEP or LURC, applicants must submit an application to the Corps Maine Project Office for a case-by-case determination of eligibility under this general permit (Category II). **Category II projects may not proceed until written notification is received from the Corps.**

Category II projects which occur in a component of, or within 0.25 mile up or downstream of the main stem or tributaries of a river segment of the National Wild and Scenic River System, will be coordinated with the National Park Service (see special condition 11, and page 9 for listed rivers in Maine).

There are also restrictions on other national lands or concerns which must be met in order for projects to be eligible for authorization under this PGP. Refer to special conditions 6-14 under Paragraph E below.

Category II applicants shall submit a copy of their application materials to the Maine Historic Preservation Commission and/or applicable Indian tribe(s) at the same time, or before, they apply to the DEP, LURC, or the Corps so that the project can be reviewed for the presence of historic/archaeological resources in the project area that may be affected by the proposed work. **Applications to the DEP or the Corps should include information to indicate that this has been done (applicant's statement or copy of cover letter to Maine Historic Preservation Commission and/or Indian tribe(s)).**

**The Corps may require additional information on a case-by-case basis as follows:**

- (a) purpose of project;
- (b) 8 1/2" by 11" plan views of the entire property including property lines and project limits with existing and proposed conditions (**legible, reproducible plans required**);
- (c) wetland delineation for the site, information on the basis of the delineation, and calculations of waterway and wetland impact areas (see special condition 2);
- (d) typical cross-section views of all wetland and waterway fill areas and wetland replication areas;
- (e) delineation of submerged aquatic vegetation, e.g., eel grass beds, in tidal waters;
- (f) area, type and source of fill material to be discharged into waters and wetlands, including the volume of fill below ordinary high water in inland waters and below the high tide line in coastal waters;
- (g) mean low, mean high water and high tide elevations in navigable waters;
- (h) limits of any Federal navigation project in the vicinity and State Plane coordinates for the limits of the proposed work closest to the Federal project;
- (i) on-site alternatives analysis (contact Corps for guidance);
- (j) identify and describe potential impacts to Essential Fish Habitat (contact Corps for guidance);
- (k) for dredging projects, include:
  - 1) the volume of material and area in square feet to be dredged below mean high water,
  - 2) existing and proposed water depths,
  - 3) type of dredging equipment to be used,
  - 4) nature of material (e.g., silty sand),

- 5) any existing sediment grain size and bulk sediment chemistry data for the proposed or any nearby projects,
- 6) information on the location and nature of municipal or industrial discharges and occurrences of any contaminant spills in or near the project area,
- 7) location of the disposal site (include locus sheet),
- 8) shellfish survey, and
- 9) sediment testing, including physical, chemical and biological testing. For projects proposing open water disposal, applicants are encouraged to contact the Corps as early as possible regarding sampling and testing protocols.

The Corps may request additional information. Dredging applicants may be required to conduct a shellfish and/or eel grass survey and sediment testing, including physical, chemical and biological testing. Sediment sampling and testing plans should be prepared or approved by the Corps before the samples are collected.

#### **STATE-FEDERAL SCREENING PROCEDURES:**

The Corps intends to utilize the application information required by the State for its regulatory program to the maximum extent practicable and the Corps normally will not be interacting with an applicant who is concurrently making application to the DEP or LURC. Projects not regulated by the State, but needing Corps of Engineers approval, **must apply directly to the Corps**. The joint screening meeting for Category II projects will occur regularly at the Corps or State offices and will involve representatives from the DEP, the Corps, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, and the National Marine Fisheries Service.

The Corps and Federal Resource Agencies will classify the project within the State's review period, not to exceed 60 days, as: 1) approvable under the PGP as proposed; 2) needs additional information, including possible project modification, mitigation or other special conditions to minimize impacts; or 3) exceeds the terms or conditions of the PGP, including the minimal effects requirement, and an individual permit review will be required. In addition, the Corps retains the ability to exercise its discretionary authority and require an individual permit, irrespective of whether the terms and conditions of this general permit are met, based on concerns for the aquatic environment or any factor of the public interest (see special condition 4 on Discretionary Authority). All Category II projects must receive written approval from the Corps before work can proceed. If the project is not approvable as proposed, the DEP, LURC, or the Corps will contact the applicant to discuss the concerns raised. If the applicant is unable to resolve the concerns, the Corps, independently or at the request of the Federal Resource Agencies, will require an individual permit for the project. The applicant will be notified of this in writing, along with information about submitting the necessary application materials. The comments from the Federal Resource Agencies to the Corps may be verbal initially, and must be made within 10 working days of the screening meeting. These comments must be confirmed in writing within 10 calendar days of the verbal response if the Resource Agency(ies) will request an individual permit. The Federal Resource Agency's comments must reflect a concern within their area of expertise, state the species or resources that could be impacted by the project, and describe the impacts that either individually or cumulatively will be more than minimal.

## MINERALS MANAGEMENT SERVICE (MMS) REVIEW

For Category II projects which involve construction of solid fill structures or discharge of fills along the coast which may extend the coastline or baseline from which the territorial sea is measured, coordination between the Corps and Minerals Management Service (MMS), Continental Shelf (OCS) Survey Group, will be needed (pursuant to the Submerged Lands Act, 43 U.S.C., Section 1301-1315, 33 CFR 320.4(f)). During the screening period, the Corps will forward project information to MMS for their review. MMS will coordinate their determination with the Department of the Interior (DOI) Solicitor's Office. The DOI will have 15 calendar days from the date MMS is in receipt of project information to determine if the baseline will be affected. No notification to the Corps within 15 day review period will constitute a "no affect" determination. Otherwise, the solicitor's notification to the Corps may be verbal but must be followed with a written confirmation within 10 business days from the date of the verbal notification. This procedure will be eliminated if the State of Maine provides a written waiver of interest in any increase in submerged lands caused by a change in the baseline resulting from solid fill structure or fills authorized under this general permit.

### **D. Corps Authorization: Category III (Individual Permit)**

Work that is in the INDIVIDUAL PERMIT category on the attached DEFINITION OF CATEGORIES sheets, or that does not meet the terms and conditions of this general permit, will require an application for an individual permit from the Corps of Engineers (see 33 CFR Part 325.1). The screening procedures outlined above will only serve to delay project review in such cases. The applicant should submit the appropriate application materials (including the Corps application form) at the earliest possible date. General information and application forms can be obtained at (207) 623-8367 (Maine Field Office), (800) 343-4789, or (800) 362-4367 in Massachusetts. Individual water quality certification and coastal zone management consistency concurrence will be required from the State of Maine before Corps permit issuance.

### **E. Programmatic General Permit Conditions:**

The following conditions apply to activities authorized under the PGP, including all Category I (non-reporting) and Category II (reporting – requiring screening) activities:

#### GENERAL REQUIREMENTS:

1. **Other Permits.** Authorization under this general permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
2. **Applicability of this general permit shall be evaluated with reference to Federal jurisdictional boundaries.** Applicants are responsible for ensuring that the boundaries used satisfy the federal criteria defined at 33 CFR 328-329.
3. **Minimal Effects.** Projects authorized by this general permit shall have minimal individual and cumulative adverse environmental impacts as determined by the Corps.

4. **Discretionary Authority.** Notwithstanding compliance with the terms and conditions of this permit, the Corps of Engineers retains discretionary authority to require review for an individual permit based on concerns for the aquatic environment or for any other factor of the public interest. This authority is invoked on a case-by-case basis whenever the Corps determines that the potential consequences of the proposal warrant individual review based on the concerns stated above. This authority may be invoked for projects with cumulative environmental impacts that are more than minimal or if there is a special resource or concern associated with a particular project that is not already covered by the remaining conditions of the PGP and that warrants greater review.

Whenever the Corps notifies an applicant that an individual permit may be required, authorization under this general permit is void and no work may be conducted until the individual Corps permit is obtained or until the Corps notifies the applicant that further review has demonstrated that the work may proceed under this general permit.

5. **Single and Complete Projects.** This general permit shall not be used for piecemeal work and shall be applied to single and complete projects. All components of a single project and/or all planned phases of multi-phased projects shall be treated together as constituting one single and complete project (e.g., subdivisions should include all work such as roads, utilities, and lot development). This general permit shall not be used for any activity that is part of an overall project for which an individual permit is required.

#### NATIONAL CONCERNS:

6. **St. John/St. Croix Rivers.** This covers work within the Saint John and Saint Croix River basins that requires approval of the International Joint Commission. This includes any temporary or permanent use, obstruction or diversion of international boundary waters which could affect the natural flow or levels of waters on the Canadian side of the line, as well as any construction or maintenance of remedial works, protective works, dams, or other obstructions in waters downstream from boundary waters when the activity could raise the natural level of water on the Canadian side of the boundary.
7. **Historic Properties.** Any activity authorized by this general permit shall comply with Section 106 of the National Historic Preservation Act. Information on the location and existence of historic resources can be obtained from the Maine Historic Preservation Commission and the National Register of Historic Places. Federally recognized tribes (Penobscots, Passamaquoddys, Micmacs, and Maliseets) may know of the existence of other sites that may be of significance to their tribes. See page 14 for historic properties contacts.

Applicants with projects which will undergo the screening process (Category II) shall submit a copy of their application materials, with the name and address of the applicant clearly indicated, to the Maine Historic Preservation Commission, 55 Capitol Street, State House Station 65, Augusta, Maine 04333, and to the applicable tribe(s) to be reviewed for the presence of historic and/or archaeological resources in the permit area that may be affected by the proposed work. The Corps will then be notified by the Commission and/or

Tribe within 10 days if there are State and/or tribal concerns that the proposed work will have an effect on historic resources. The applicant should include with their application to the State or the Corps either a copy of their cover letter or a statement of having sent their application material to the Commission and Tribe(s).

If the permittee, either prior to construction or during construction of the work authorized herein, encounters a previously unidentified archaeological or other cultural resource, within the area subject to Department of the Army jurisdiction, that might be eligible for listing in the National Register of Historic Places, he/she shall stop work and immediately notify the District Engineer and the Maine Historic Preservation Commission and/or applicable Tribe(s).

8. **National Lands.** Activities authorized by this general permit shall not impinge upon the value of any National Wildlife Refuge, National Forest, or any area administered by the National Park Service.
9. **Endangered Species.** No activity is authorized under this general permit which
  - may affect a threatened or endangered species or a species proposed for such designation as identified under the Federal Endangered Species Act (ESA),
  - is likely to destroy or adversely modify the critical habitat or proposed critical habitat of such species,
  - would result in a 'take' of any threatened or endangered species of fish or wildlife, or
  - would result in any other violation of Section 9 of the ESA protecting threatened or endangered species of plants.

Applicants shall notify the Corps if any listed species or critical habitat, or proposed species or critical habitat, is in the vicinity of the project and shall not begin work until notified by the District Engineer that the requirements of the Endangered Species Act have been satisfied and that the activity is authorized. Information on the location of threatened and endangered species and their critical habitat can be obtained from the U.S. Fish and Wildlife Service and National Marine Fisheries Service (addresses attached, page 14).

10. **Essential Fish Habitat.** As part of the PGP screening process, the Corps will coordinate with the National Marine Fisheries Service (NMFS) in accordance with the 1996 amendments to the Magnuson-Stevens Fishery and Conservation Management Act to protect and conserve the habitat of marine, estuarine and anadromous finfish, mollusks, and crustaceans. This habitat is termed "essential fish habitat (EFH)", and is broadly defined to include "those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity." Applicants may be required to describe and identify potential impacts to EFH based upon the location of the project, the activity proposed, and the species present. Conservation recommendations made by NMFS will normally be included as a permit requirement by the Corps. Information on the location of EFH can be obtained from the NMFS regulations (50 CFR Part 600) (address listed on page 14) and on their web site (<http://www.nero.nmfs.gov/ro/doc/webintro.html>).

The EFH designation for Atlantic salmon includes all aquatic habitats in the watershed of the following rivers and streams, including all tributaries to the extent that they are currently or were historically accessible for salmon migration:

St. Croix River	Pleasant River	Union River
Boyden River	Narraguagus River	Ducktrap River
Dennys River	Tunk Stream	Sheepscot River
Hobart Stream	Patten Stream	Kennebec River
Aroostook River	Orland River	Androscoggin River
East Machias River	Penobscot River	Presumpscot River
Machias River	Passagassawaukeag River	Saco River

11. **Wild and Scenic Rivers.** Any activity that occurs in a component of, or within 0.25 mile up or downstream of the main stem or tributaries of a river segment of the National Wild and Scenic River System, **must be reviewed by the Corps under the procedures of Category II of this general permit regardless of size of impact.** This condition applies to both designated wild and scenic rivers and rivers designated by Congress as study rivers for possible inclusion while such rivers are in an official study status. The Corps will consult with the National Park Service (NPS) with regard to potential impacts of the proposed work on the resource values of the Wild and Scenic River. The culmination of this coordination will be a determination by the NPS and the Corps that the work: (1) may proceed as proposed; (2) may proceed with recommended conditions; or (3) could pose a direct and adverse effect on the resource values of the river and an individual permit is required. If preapplication consultation between the applicant and the NPS has occurred whereby the NPS has made a determination that the proposed project is appropriate for authorization under this PGP (with respect to wild and scenic river issues), this determination should be furnished to the Corps with submission of the application. The address of the NPS can be found on Page 14 of this permit. *National Wild/Scenic Rivers System (Designated River in Maine) as of 5/2/00: Allagash River beginning at Telos Dam continuing to Allagash checkpoint at Eliza Hole Rapids, approximately 3 miles upstream of the confluence with the St. John River. Length = 92 miles*
12. **Federal Navigation Project.** Any structure or work that extends closer to the horizontal limits of any Corps navigation project than a distance of three times the project's authorized depth (see attached map following page 16 for locations of these projects) shall be subject to removal at the owner's expense prior to any future Corps dredging or the performance of periodic hydrographic surveys.
13. **Navigation.** There shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein and no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized herein.

The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure



or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

14. **Federal Liability.** In issuing this permit, the Federal Government does not assume any liability for the following: (a) damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes; (b) damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest; (c) damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit; (d) design or construction deficiencies associated with the permitted work; (e) damage claims associated with any future modification, suspension, or revocation of this permit.

#### MINIMIZATION OF ENVIRONMENTAL IMPACTS:

15. **Minimization.** Discharges of dredged or fill material into waters of the United States shall be avoided and minimized to the maximum extent practicable, regardless of review category.
16. **Work in Wetlands.** Heavy equipment working in wetlands shall be avoided if possible, and **if required, shall be placed on mats or other measures taken** to minimize soil and vegetation disturbance. Disturbed areas in wetlands shall be restored to preconstruction contours and conditions upon completion of the work.
17. **Temporary Fill.** Temporary fill in waters and wetlands authorized by this general permit (e.g., access roads, cofferdams) shall be properly stabilized during use to prevent erosion. Temporary fill in wetlands shall be placed on geotextile fabric laid on existing wetland grade. Temporary fills shall be disposed of at an upland site, suitably contained to prevent erosion and transport to a waterway or wetland. Temporary fill areas shall be restored to their approximate original contours but not higher. No temporary fill shall be placed in waters or wetlands unless specifically authorized by the Corps.
18. **Sedimentation and Erosion Control.** Adequate sedimentation and erosion control management measures, practices and devices, such as phased construction, vegetated filter strips, geotextile silt fences or other devices, shall be installed and properly maintained to reduce erosion and retain sediment on-site during and after construction. They shall be capable of preventing erosion, of collecting sediment, suspended and floating materials, and of filtering fine sediment. These devices shall be removed upon completion of work and the disturbed areas shall be stabilized. The sediment collected by these devices shall be removed and placed at an upland location in a manner that will prevent its later erosion into a waterway or wetland. All exposed soil and other fills shall be permanently stabilized at the earliest practicable date.

19. **Waterway Crossings.**

- (a) All temporary and permanent crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed to withstand and to prevent the restriction of high flows, to maintain existing low flows, and to not obstruct the movement of aquatic life indigenous to the waterbody beyond the actual duration of construction.
- (b) Temporary bridges, culverts, or cofferdams shall be used for equipment access across streams (NOTE: areas of fill and/or cofferdams must be included in total waterway/wetlands impacts to determine applicability of this general permit).
- (c) For projects that otherwise meet the terms of Category I, instream construction work shall be conducted during the low flow period July 15 - October 1 in any year. Projects that are not to be conducted during that time period are ineligible for Category I and shall be screened pursuant to Category II, regardless of the waterway and wetland fill and/or impact area.

20. **Discharge of Pollutants.** All activities involving any discharge of pollutants into waters of the United States authorized under this general permit shall be consistent with applicable water quality standards, effluent limitations, standards of performance, prohibitions, and pretreatment standards and management practices established pursuant to the Clean Water Act (33 U.S.C. 1251) and applicable state and local laws. If applicable water quality standards, limitations, etc., are revised or modified during the term of this permit, the authorized work shall be modified to conform with these standards within six months of the effective date of such revision or modification, or within a longer period of time deemed reasonable by the District Engineer in consultation with the Regional Administrator of the Environmental Protection Agency. Applicants may presume that state water quality standards are met with issuance of the 401 Water Quality Certification.

21. **Spawning Areas.** Discharges into known 1) fish and shellfish spawning or nursery areas; and 2) amphibian and waterfowl breeding areas, during spawning or breeding seasons shall be avoided, and impacts to these areas shall be avoided or minimized to the maximum extent practicable during all times of year.

22. **Storage of Seasonal Structures.** Coastal structures such as pier sections and floats that are removed from the waterway for a portion of the year shall be stored in an upland location located above mean high water and not in tidal marsh.

23. **Environmental Values.** The permittee shall make every reasonable effort to carry out the construction or operation of the work authorized herein in a manner so as to maintain as much as is practicable, and to minimize any adverse impacts on, existing fish and wildlife and natural environmental values.

24. **Protection of Vernal Pools.** Impacts to uplands in proximity (within 500 feet) to the vernal pools referenced in DEFINITIONS OF CATEGORIES shall be minimized to the maximum extent possible.

## PROCEDURAL CONDITIONS:

25. **Cranberry Development Projects.** For Cranberry development projects authorized under the PGP, the following conditions apply:
1. If a cranberry bog is abandoned for any reason, the area must be allowed to convert to natural wetlands unless an individual permit is obtained from the Corps of Engineers allowing the discharge of fill for an alternate use.
  2. No stream diversion shall be allowed under this permit.
  3. No impoundment of perennial streams shall be allowed under this permit.
  4. The project shall be designed and constructed to not cause flood damage on adjacent properties.
26. **Inspections.** The permittee shall permit the District Engineer or his authorized representative(s) to make periodic inspections at any time deemed necessary in order to ensure that the work is being performed in accordance with the terms and conditions of this permit. The District Engineer may also require post-construction engineering drawings for completed work, and post-dredging survey drawings for any dredging work. **To facilitate these inspections, the attached work notification form should be filled out and returned to the Corps for all Category II projects.**
27. **Maintenance.** The permittee shall maintain the work or structures authorized herein in good condition, including maintenance, to ensure public safety. Dredging projects: note that this does not include maintenance of dredging projects. Maintenance dredging is subject to the review thresholds described on the attached DEFINITION OF CATEGORIES sheets and/or any conditions included in a written Corps authorization.
28. **Property Rights.** This permit does not convey any property rights, either in real estate or material, or any exclusive privileges, nor does it authorize any injury to property or invasion of rights or any infringement of federal, state, or local laws or regulations. **If property associated with work authorized by the PGP is sold, the PGP authorization is automatically transferred to the new property owner. The new property owner should provide this information to the Corps in writing. No acknowledgement from the Corps is necessary.**
29. **Modification, Suspension, and Revocation.** This permit may be either modified, suspended, or revoked, in whole or in part, pursuant to the policies and procedures of 33 CFR 325.7 and any such action shall not be the basis for any claim for damages against the United States.
30. **Restoration.** The permittee, upon receipt of a notice of revocation of authorization under this permit, shall restore the wetland or waterway to its former condition without expense to the United States and as directed by the Secretary of the Army or his authorized representative. If the permittee fails to comply with such a directive, the Secretary or his designee may restore the wetland or waterway to its former condition, by contract or otherwise, and recover the cost from the permittee.

31. **Special Conditions.** The Corps, independently or at the request of the Federal Resource Agencies, may impose other special conditions on a project authorized pursuant to this general permit that are determined necessary to minimize adverse environmental effects or based on any other factor of the public interest. Failure to comply with all conditions of the authorization, including special conditions, will constitute a permit violation and may subject the permittee to criminal, civil, or administrative penalties or restoration.
32. **False or Incomplete Information.** If the Corps makes a determination regarding the eligibility of a project under this permit and subsequently discovers that it has relied on false, incomplete, or inaccurate information provided by the permittee, the permit shall not be valid and the government may institute appropriate legal proceedings.
33. **Abandonment.** If the permittee decides to abandon the activity authorized under this general permit, unless such abandonment is merely the transfer of property to a third party, he/she must restore the area to the satisfaction of the District Engineer.
34. **Enforcement cases.** This general permit does not apply to any existing or proposed activity in Corps jurisdiction associated with an on-going Corps of Engineers or Environmental Protection Agency enforcement action until such time as the enforcement action is resolved or the Corps determines that the activity may proceed independently without compromising the enforcement action. The Corps may choose not to accept applications or issue permits to any applicant with outstanding violations.
35. **Emergency situations.** This PGP can be used to authorize the repair, rehabilitation, or replacement of those structures destroyed by storms, floods, fire or other discrete unexpected and catastrophic event. In such situations and if the work exceeds Category I limitations, if applicant applies to the Corps within 30 days of the event, the Corps will attempt to contact the resource agencies for their approvals but, if unable to contact them, will issue an emergency permit and review them after-the-fact with the agencies at the next joint processing meeting. Proposed work submitted more than 30 days after the emergency will go through the standard PGP procedures.

#### DURATION OF AUTHORIZATION/GRANDFATHERING:

36. **Duration of Authorization.** Activities authorized under this general permit that have commenced (i.e., are under construction) or are under contract to commence in reliance upon this authorization will remain authorized provided the activity is completed within twelve months of the date of the general permit's expiration, modification, or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 CFR 325.2 (e)(2). Activities completed under the authorization of the general permit that was in effect at the time the activity was completed will continue to be authorized by the general permit.

**37. Previously Authorized Activities.**

- (a) Activities which have commenced (i.e., are under construction or are under contract to commence) prior to the issuance date of this general permit, in reliance upon the terms and conditions of the non-reporting category of the previous Maine PGP shall remain authorized provided the activity is completed within twelve months of the date of issuance of this general permit, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with special condition 4. The applicant must be able to document to the Corps satisfaction that the project was under construction or contract by the appropriate date.
- (b) Projects that have received written verification or approval from the Corps, based on applications made to the Corps prior to issuance of this general permit, for the previous Maine SPGP and PGP, Nationwide permits, regional general permits, or letters of permission shall remain authorized as specified in each authorization.
- (c) This general permit does not affect activities authorized pursuant to 33 CFR Part 330.3 (activities occurring before certain dates).

{PRIVATE}DISTRICT  
ENGINEER\_\_\_\_\_

DATE\_\_\_\_\_

## CONTACTS FOR MAINE PROGRAMMATIC GENERAL PERMIT:

*U.S. Army Corps of Engineers*  
Maine Project Office  
675 Western Avenue #3  
Manchester, Maine 04351  
207-623-8367  
Fax # 207-623-8206

*Federal Endangered Species*  
U.S. Fish and Wildlife Service  
Maine Field Office  
1033 South Main Street  
Old Town, Maine 04468  
207-827-5938  
Fax # 207-827-6099

*Wild and Scenic Rivers*  
National Park Service  
North Atlantic Region  
15 State Street  
Boston, MA 02109  
617-223-5203

*Maine Historic Preservation Commission*  
55 Capitol Street  
State House Station 65  
Augusta, Maine 04333  
207-287-2132  
Fax # 207-287-2335

*Aroostook Band of Micmacs*  
P.O. Box 772  
Presque Isle, Maine 04769  
207-764-1972  
Fax # 207-764-7667

*Passamaquoddy Tribe of Indians*  
Pleasant Point Reservation  
Attn: Tribal Council  
P.O. Box 343  
Perry, Maine 04667  
207-853-2600  
Fax # 207-853-6039

*Federal Endangered Species and Essential  
Fish Habitat*  
National Marine Fisheries Service  
One Blackburn Drive  
Gloucester, Massachusetts 01939  
978-281-9102  
Fax # 978-281-9301

*Houlton Band of Maliseet Indians*  
Attn: Brenda Commander, Tribal Chief  
Route 3 – Box 450  
Houlton, Maine 04730  
207-532-4273  
Fax # 207-532-2660

*Passamaquoddy Tribe of Indians*  
Indian Township Reservation  
Attn: Donald Soctomah  
P.O. Box 301  
Princeton, Maine 04668  
207-796-2301  
Fax # 207-796-5256

*Penobscot Indian Nation*  
Richard Hamilton, Chief  
6 River Road  
Indian Island Reservation  
Old Town, Maine 04468  
(207) 827-7776  
Fax # 207-827-1137

*Maine Department of Environmental Protection  
(For State Permits and Water Quality  
Certifications)*

Natural Resources Division  
Bureau of Land and Water Quality Control  
State House Station 17  
Augusta, Maine 04333  
207-287-2111

Southern Maine Regional Office  
312 Canco Road  
Portland, Maine 04103  
201-822-6300

Eastern Maine Regional Office  
106 Hogan Road  
Bangor, Maine 04401  
207-941-4570

Northern Maine Regional Office  
1235 Central Drive  
Skyway Park  
Presque Isle, Maine 04769  
207-764-0477

*Maine Land Use Regulation Commission (LURC)  
offices*

22 State House Station  
Augusta, ME 04333-0022  
207-287-2631  
800-452-8711 (call to obtain appropriate LURC  
office)  
Fax # 207-287-7439

45 Radar Road  
Ashland, ME 04732-3600  
207-435-7963  
Fax # 207-435-7184

Lakeview Drive  
P.O. Box 1107  
Greenville, ME 04441  
207-695-2466  
Fax # 207-695-2380

191 Main Street  
East Millinocket, ME 04430  
207-746-2244  
Fax # 207-746-2243

*(For CZM Determinations)*

State Planning Office  
Coastal Program  
184 State Street  
State House Station 38  
Augusta, Maine 04333  
207-287-1009

*Maine Department of Marine Resources  
(For Aquaculture Leases)*  
McKown Point  
Boothbay Harbor, Maine 04575  
207-633-9500

*(For Submerged Lands Leases)*

Maine Department of Conservation  
Bureau of Parks and Lands  
22 State House Station  
207-287-3061

<b>A. INLAND WETLANDS (WATERS OF THE U.S.)<sup>1</sup></b>	<b>CATEGORY I</b>	<b>CATEGORY II</b>	<b>INDIVIDUAL PERMIT</b>
(a) NEW FILL/ EXCAVATION DISCHARGES	<p>Less than 4,300 sf inland waterway and/or wetland fill and secondary impacts (e.g., areas drained, flooded or cleared).</p> <p>-- Includes projects covered by a State Tier One permit with no cumulative impacts over 15,000 sf in inland wetlands from previous permits, unauthorized work, and/or other state permits.</p> <p>--Includes crossing of perennial waterways designated as Essential Fish Habitat (EFH) for Atlantic salmon<sup>2</sup> if the waterway is crossed with a span and footprints of the span abutments are outside ordinary high water with no more than 4,300 sf of associated wetland impact.</p> <p>--Includes in-stream work of up to 4,300 sf of fill below ordinary high water in waterways not designated as EFH for Atlantic salmon<sup>2</sup> and performed in accordance with Maine Permit By Rule standards or a LURC permit.</p>	<p>4,300 sf to 3 acres inland waterway and/or wetland fill and secondary impacts (e.g., areas drained, flooded or cleared).</p> <p>--Impact area includes all temporary and permanent fill and excavation discharges except for incidental fallback.</p> <p>--Includes in-stream work, including crossings (other than spanned crossing as described in Category I) with any discharge of fill below ordinary high water in perennial waterways designated as EFH for Atlantic salmon<sup>2</sup>.</p> <p>--Time of year restrictions determined case-by-case.</p>	<p>Greater than 3 acres inland waterway and/or wetland fill and secondary impacts (e.g., areas drained, flooded or cleared).</p> <p>--Impact area includes all temporary and permanent fill and excavation discharges except for incidental fallback<sup>3</sup>.</p> <p>In-stream work exceeding Category II limits.</p> <p>If EIS required by the Corps.</p>

<sup>1</sup> Waters of the U.S. in inland areas: inland rivers, streams, lakes, ponds and wetlands.

<sup>2</sup> Essential Fish Habitat for Atlantic salmon includes all aquatic habitats in the watersheds of the following rivers and streams, including all tributaries to the extent that they are currently or were historically accessible for salmon migration: St. Croix, Boyden, Dennys, Hobart Stream, Aroostook, East Machias, Machias, Pleasant, Narraguagus, Tunk Stream, Patten Stream, Orland, Penobscot, Passagassawaukeag, Union, Ducktrap, Sheepscot, Kennebec, Androscoggin, Presumpscot, and Saco River.

The larger the impacts, the more likely an individual permit will be required. Projects involving widening, expansion or impacts to degraded or low valued wetlands between 1-3 acres may be approved under Category II, subject to the Federal screening. The Corps recognizes and endorses the DEP Tier 2 upper thresholds of 1 acre. Compensatory mitigation is likely to be required at this level of impact.



	CATEGORY I	CATEGORY II	INDIVIDUAL PERMIT
(a) NEW FILL/ EXCAVATION DISCHARGES (continued)	<p>--Impact area includes all temporary and permanent fill and excavation discharges except for incidental fallback.</p> <p>--In-stream work limited to July 15-Oct. 1.</p> <p>--This category excludes situations when a vernal pool of any size may be impacted, in accordance with the ME DEP definition of vernal pool<sup>4</sup>.</p> <p>--This category excludes work within ¼ mile of a Wild and Scenic River<sup>5</sup>.</p> <p>--This category excludes dams, dikes, or activities involving water withdrawal or water diversion.</p> <p>--This category excludes work in National Wildlife Refuges.</p>	Proactive restoration projects with any amount of impact can be reviewed under Category II. The Corps, in consultation with State and Federal agencies, must determine that net adverse effects are not more than minimal.	
(b) BANK STABILIZATION PROJECTS	<p>Inland bank stabilization less than 500 ft. long and less than 1 cy fill per linear foot below ordinary high water in ponds, lakes, and waterways not designated as EFH for Atlantic Salmon<sup>2</sup>, provided there is no wetland fill.</p> <p>--In-stream work limited to July 15-October 1.</p>	<p>--Inland bank stabilization in ponds, lakes, and waterways not designated as EFH for Atlantic salmon<sup>2</sup> which exceeds Category I limits.</p> <p>--Inland bank stabilization of any size below ordinary high water in waterways designed as EFH for Atlantic salmon<sup>2</sup>.</p> <p>--Other stabilization exceeding Category I.</p>	
(c) REPAIR AND MAINTENANCE OF AUTHORIZED FILLS	Repair or maintenance of existing, currently serviceable, authorized fills with no substantial expansion or change in use.	Replacement of non-serviceable fills, or repair or maintenance of serviceable fills with expansion of any amount up to 1 acre, or with a change in use.	Replacement of non-serviceable fills, or repair or maintenance of serviceable fills with greater than 1 acre of expansion.

<sup>4</sup> Vernal Pool: Naturally-occurring, or intentionally created for the purposes of compensatory mitigation, temporary to permanent bodies of water occurring in shallow depressions that fill during the spring and fall and may dry during the summer. Vernal pools have no permanent or viable populations of predatory fish. Vernal pools provide the primary breeding habitat for wood frogs, spotted salamanders, blue-spotted salamanders, and fairy shrimp, and provide habitat for other wildlife including several endangered and threatened species.

<sup>5</sup> National Wild/Scenic Rivers System (Designated River in Maine): Allagash River beginning at Telos Dam continuing to Allagash checkpoint at Eliza Hole Rapids, approximately 3 miles upstream of the confluence with the St. John River. Length = 92 miles

<b>B. TIDAL WATERS AND NAVIGABLE WATERS<sup>6</sup></b>	<b>CATEGORY I</b>	<b>CATEGORY II</b>	<b>INDIVIDUAL PERMIT</b>
(a) FILL		<p>Up to 1 acre waterway or wetland fill and secondary impacts (e.g., areas drained, flooded or cleared). Includes temporary and permanent waterway fill.</p> <p>--Temporary tidal marsh impacts up to 1 acre.</p> <p>--Permanent tidal marsh, mudflat, or vegetated shallows<sup>7</sup> fill up to 1,000 sf.</p> <p>-- Proactive restoration projects with any amount of impact can be reviewed under Cat. II. The Corps, in consultation with State and Federal agencies, must determine that net adverse effects are not more than minimal.</p>	<p>Greater than 1 acre waterway fill and secondary impacts (e.g., areas drained, flooded or cleared). Includes temporary and permanent waterway fill.</p> <p>--Temporary tidal marsh impacts over 1 acre.</p> <p>--Permanent tidal marsh, mudflat, or vegetated shallows<sup>6</sup> fill over 1,000 sf.</p>
(b) REPAIR AND MAINTENANCE WORK	<p>Repair or maintenance of existing, currently serviceable, authorized structure or fill with no substantial expansion or change in use.</p> <p>--Work must be in same footprint as original structure or fill.</p>	<p>Repair or replacement of any non-serviceable structure or fill, or repair or maintenance of serviceable fills, with expansion of any amount up to 1 acre, or with a change in use.</p>	<p>Replacement of non-serviceable structures or fill or repair or maintenance of serviceable structures or fill with expansion greater than 1 acre.</p>

<sup>6</sup> Navigable Waters: waters that are subject to the ebb and flow of the tide and Federally designated navigable waters (Penobscott River to Medway, Kennebec River to Moosehead Lake, and the portion of Umbagog Lake in Maine).

<sup>7</sup> Vegetated Shallows: subtidal areas that support rooted aquatic vegetation such as eelgrass.

PROSPECT-VERONA  
ROUTE 1 / PENOBSCOT RIVER BRIDGE  
PIN 7965.51  
February 26, 2004

SPECIAL PROVISION  
SECTION 105  
GENERAL SCOPE OF WORK  
(Construction Surveying)

Subsection 105.6.2 Contractor Provided Services of the Standard Specifications change the first paragraph by the addition of the following as the second sentence.

“The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work.”

	CATEGORY I	CATEGORY II	INDIVIDUAL PERMIT
(c) DREDGING	<p>Maintenance dredging of less than 1,000 cy with upland disposal.</p> <p>--Proper siltation controls used</p> <p>--Limited to work between November 1 and January 15</p> <p>--No impact to special aquatic sites<sup>8</sup>.</p>	<p>Maintenance dredging of greater than 1,000 cy, new dredging of up to 25,000 cy, or projects that do not meet Category I. Disposal includes upland, open water or beach nourishment (above mean high water), only if material is determined suitable.</p>	<p>Maintenance dredging (any amount) in or affecting special aquatic sites<sup>7</sup>.</p> <p>See B(a) above for dredge disposal in wetlands or waters.</p> <p>New dredging greater than 25,000 cy or any amount in or affecting special aquatic sites<sup>7</sup>.</p>
(d) MOORINGS	<p>--Private, non-commercial, non-rental single boat moorings not associated with any boating facility<sup>9</sup> provided not located in a Federal Navigation Project, there is no interference with navigation, it is not located in vegetated shallows<sup>6</sup>, and it is within ¼ mile of the owner's residence or a public access point<sup>10</sup>.</p> <p>--Minor relocation of previously authorized moorings and moored floats consistent with Harbormaster recommendations, provided it is also consistent with local regulations, is not located in vegetated shallows, and does not interfere with navigation.</p>	<p>Moorings that do not meet the terms of Category I (e.g., rental or service moorings) and moorings that meet the terms of Category I that are located in a Federal anchorage.</p>	<p>Moorings within the horizontal limits, or with moored vessels that extend, into the horizontal limits of a Federal Navigation Project, except those in Federal anchorages under Category II.</p>

<sup>8</sup> Special Aquatic Sites: include wetlands and salt marsh, mudflats, riffles and pools, and vegetated shallows.

<sup>9</sup> Boating Facilities: facilities that provide, rent, or sell mooring space, such as marinas, yacht, clubs, boat clubs, boat yards, town facilities, dockominiums, etc.

<sup>10</sup> Cannot be at a remote location to create a convenient transient anchorage.

	CATEGORY I	CATEGORY II	INDIVIDUAL PERMIT
(e) PILE-SUPPORTED STRUCTURES AND FLOATS	Reconfiguration of existing authorized docks, provided structures are not positioned over vegetated shallows <sup>6</sup> or salt marsh and provided floats are supported off substrate at low tide. No dredging, additional slips or expansion allowed.	Private piers and floats for navigational access to waterway (seasonal and permanent).	Structures, piers or floats that extend, or with docked/moored vessels that extend, into the horizontal limits of a Federal Navigation Project. Structures, including piers and floats, associated with a new or previously unauthorized boating facility <sup>8</sup> .
(f) MISCELLANEOUS	<p>--Temporary buoys, markers, floats, etc., for recreational use during specific events, provided they are removed within 30 days after use is discontinued.</p> <p>--Coast Guard approved aids to navigation.</p> <p>--Oil spill clean-up temporary structures or fill.</p> <p>--Fish/wildlife harvesting structures/fill (as defined by 33 CFR 330, App. A-4)</p> <p>--Scientific measurement devices and survey activities such as exploratory drilling, surveying or sampling.</p> <p>--Shellfish seeding (brushing the flats) projects<sup>11</sup></p> <p>--Does <u>not</u> include oil or gas exploration and fills for roads or construction pads.</p> <p>--This category excludes work in National Wildlife Refuges.</p>	<p>--Structures or work in or affecting tidal or navigable waters that are not defined under any of the previous headings. Includes, but is not limited to, utility lines, aerial transmission lines, pipelines, outfalls, boat ramps, bridge fills/abutments, etc.</p> <p>--Shellfish/finfish (other than Atlantic salmon), or other aquaculture facilities which are consistent with the Corps revised standard siting requirements and standard permit conditions dated 7/6/94, or as revised.</p>	If EIS required by Corps.

<sup>11</sup> Brushing the flats: the placement of tree boughs, wooden lath structures, or small-mesh fencing on mudflats for the purpose of enhancing recruitment of soft-shell clams (*Mya arenaria*).

**WORK START NOTIFICATION FORM**  
**(Minimum Notice: Two Weeks before Work Begins)**

**MAIL TO:** U.S. Army Corps of Engineers, New England District  
Regulatory Branch  
Policy Analysis/Technical Support Section  
696 Virginia Road  
Concord, Massachusetts 01742-2751

A Corps of Engineers Permit (No. \_\_\_\_\_) was issued to the permittee. The permit authorized the permittee to \_\_\_\_\_  
\_\_\_\_\_

The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

*PLEASE PRINT OR TYPE*

**Name of Person/Firm:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Business Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone Number:** (     ) \_\_\_\_\_ (     ) \_\_\_\_\_

**Proposed Work Dates:** Start: \_\_\_\_\_ Finish: \_\_\_\_\_

**PERMITTEE'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

FOR USE BY THE CORPS OF ENGINEERS

PM: \_\_\_\_\_ Submittals Required: \_\_\_\_\_  
\_\_\_\_\_

Inspection Recommendation: \_\_\_\_\_  
\_\_\_\_\_

**MITIGATION WORK-START NOTIFICATION FORM**  
**(Minimum Notice: Two Weeks Before Mitigation Work Begins)**

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MAIL TO: U.S Army Corps of Engineers, New England District  
Regulatory Branch  
Policy Analysis/Technical Support Section  
696 Virginia Road  
Concord, Massachusetts 01742-2751

\*\*\*\*\*

Corps of Engineers Permit No. ( ) was issued to **[insert name of permittee]**. The permit authorized the permittee to **[insert brief description of the authorized work and location]**.

The permit required compensatory mitigation. **[Briefly describe the requirements, including, if applicable, submitting a final mitigation plan and monitoring reports.]**

Those listed below will do the mitigation, including monitoring and remediation if required. They understand the requirements of the permit and the mitigation and monitoring plan.

*PLEASE PRINT OR TYPE*

**Environmental**  
*Consultant/Scientist*

**Mitigation**  
*Contractor*

*Name of Person/Firm:* \_\_\_\_\_

**Business Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone Number:** ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

**Proposed Mitigation Work Dates:** Start \_\_\_\_\_ Finish \_\_\_\_\_

**PERMITTEE'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**Corps PMs:** \_\_\_\_\_

**Chapter 305: PERMIT BY RULE Section 11**  
**State Transportation Facilities**

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- 1. Introduction.** A "permit by rule" or "PBR", when approved by the Department of Environmental Protection (DEP), is an approval for an activity that requires a permit under the Natural Resources Protection Act (NRPA). Only those activities described in this chapter may proceed under the PBR process. A PBR activity will not significantly affect the environment if carried out in accordance with this chapter, and generally has less of an impact on the environment than an activity requiring an individual permit. A PBR satisfies the Natural Resources Protection Act (NRPA) permit requirement and Water Quality Certification requirement.

If a proposed activity is not described in this chapter, or will not be conducted in accordance with the standards of this chapter, the applicant must obtain an individual permit prior to beginning the activity.

- A. Location of activity.** The location of an activity may affect whether an activity qualifies for PBR, and whether review by the Department of Inland Fisheries and Wildlife is required.

- (1) Type of resource. For some types of activities, the availability of a PBR is affected by the type of natural resource in or adjacent to which the activity is proposed. For example, an applicant proposing an activity consisting of "Movement of rocks or vegetation" may receive a PBR only if the activity will take place in a great pond, river, stream or brook. Limitations concerning the location of activities are addressed in the "Applicability" provision in each section of this chapter.
- (2) Essential habitat. Essential habitats include areas critical to the survival of threatened and endangered species such as the bald eagle, least tern, roseate tern, and piping plover. If the activity is located in essential habitat, such as near an eagle nesting site, a PBR is only available if the applicant obtains written approval from the Department of Inland Fisheries and Wildlife (IF&W). This approval from IF&W must be submitted to the DEP with the PBR notification form, and the applicant must follow any conditions stated in the IF&W approval.

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NOTE: Maps showing areas of essential habitat are available from the Department of Inland Fisheries and Wildlife regional headquarters, municipal offices, the Land Use Regulation Commission (for unorganized territories) and DEP regional offices. If the activity is located in essential habitat, IF&W must be contacted to request and obtain a "certification of review and approval".

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- B. Notification.** The applicant must file notice of the activity with the DEP prior to beginning work on the activity. The notification must be on a form provided by the DEP and must include any submissions required in this chapter. The applicant must keep a copy to serve as the permit.

The notification form must be sent to the DEP by certified mail (return receipt requested), or hand delivered to the DEP and date stamped by the department.



### C. Effective period

- (1) Beginning of period. The PBR becomes effective 14 calendar days after the DEP receives the notification form, unless the DEP approves or denies the PBR prior to that date. If the DEP does not speak with or write to the applicant within this 14 day period regarding the PBR notification, the applicant may proceed to carry out the activity.

There are three exceptions regarding the effective date of an approved PBR:

- (a) Activities listed in Section 10 (Stream crossings) occurring in association with forest management are exempt from the 14 day waiting period.
- (b) Activities listed in Section 2 (Soil disturbance) and Section 10 (Stream crossings) performed or supervised by individuals currently certified in erosion control practices by the DEP are exempt from the 14 day waiting period. To be certified in erosion control practices, an individual must successfully complete all course requirements of the Voluntary Contractor Certification Program administered by the DEP's Nonpoint Source Training and Resource Center.
- (c) Activities that are part of a larger project requiring a permit under the Site Location of Development or the Storm Water Management Acts may not proceed until any required permit under those laws is obtained.

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NOTE: Activities that are part of a larger project may require other permits from the DEP also. These other laws may prohibit the start of construction of any part of the project unless a permit under that law is obtained. In these cases, while not a violation of this rule, starting work on a PBR approved activity would be a violation of those other applicable laws.

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- (2) End of period. The PBR is generally effective for 2 years from the date of approval, except that a PBR for "Replacement of structures" under Section 4 is effective for 3 years.

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NOTE: Activities that qualify under this chapter may need to meet other local, state and federal requirements. Examples -- (1) If an activity extends below the low water line of a lake, coastal wetland or international boundary water, the applicant should contact the Bureau of Parks and Lands (287-3061) concerning possible lease or easement requirements, or (2) If an activity will involve work below the mean high water line in navigable waters of the United States, the applicant should contact the Army Corps of Engineers (623-8367).

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**D. Discretionary authority.** Notwithstanding compliance with the PBR applicability requirements and standards set forth in this chapter, the DEP may require an individual permit application to be filed in any case where credible evidence indicates that the activity:

- (1) May violate the standards of the NRPA (38 M.R.S.A. Section 480-D);
- (2) Could lead to significant environmental impacts, including cumulative impacts; or
- (3) Could adversely impact a resource of special concern.

If an individual permit is required pursuant to this subsection, the DEP shall notify the applicant in writing within the 14 calendar day waiting period described in sub-section (C) above. When the DEP notifies an applicant that an individual permit is required, no work may be conducted unless and until the individual permit is obtained.

**E. Violations.** A violation of law occurs when a person, or his or her agent, performs or causes to be performed any activity subject to the NRPA without first obtaining a permit from the DEP, or acts contrary to the provisions of a permit. The person, his or her agent, or both, may be held responsible for the violation. Commonly, the "person" is the landowner, and the "agent" is the contractor carrying out the activity. A violation occurs when:

- (1) An activity occurs that is not allowed under PBR, whether or not a PBR notification form has been filed with and/or approved by the DEP;
- (2) An activity occurs that is allowed under PBR, but a PBR for the activity has not become effective prior to the beginning of the activity; or
- (3) An activity occurs that is allowed under PBR and a PBR for the activity is in effect, but the standards specified in this chapter are not met.

See the "applicability" provision under each activity for rules concerning what activities are allowed under PBR. A PBR is only valid for the person listed on the notification form, or for his or her agent.

Each day that a violation occurs or continues is considered a separate offense. Violations are subject to criminal penalties and civil penalties of not less than \$100 nor more than \$10,000 for each day of that violation (38 M.R.S.A. Section 349).

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NOTE: A local Code Enforcement Officer (CEO) may take enforcement action for a violation of the Natural Resources Protection Act if he or she is authorized to represent a municipality in District Court, and he or she has been certified as familiar with court procedures, 30-A M.R.S.A. Section 4452(7).

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**Chapter 305 Section 11****State transportation facilities****A. Applicability**

- (1) This section applies to the maintenance, repair, reconstruction, rehabilitation, replacement or minor construction of a State Transportation Facility carried out by, or under the authority of, the Maine Department of Transportation or the Maine Turnpike Authority, including any testing or preconstruction engineering, and associated technical support services.
- (2) This section does not apply to an activity within a coastal sand dune system.

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NOTE: The construction of a transportation facility other than roads and associated facilities may be subject to the Storm Water Management Law, 38 M.R.S.A. Section 420-D.

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**B. Standards**

- (1) Photographs of the area to be altered by the activity must be taken before work on the site begins. The photographs must be kept on file and be made available at the request of the DEP.
- (2) The activity must be reviewed by the Department of Inland Fisheries and Wildlife, the Department of Marine Resources, the Atlantic Salmon Authority, and the DEP's Division of Environmental Assessment prior to the notification being filed with the DEP. The activity must be performed according to any recommendations from these authorities.
- (3) The activity must be performed in accordance with erosion control measures conforming with the State of Maine Department of Transportation Standard Specifications for Highways and Bridges Revision of April 1995 and with the Department of Transportation's Best Management Practices for Erosion and Sediment Control, September 1997.

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NOTE: Guidance on the use of erosion control best management practices can be obtained from the on site Construction Manager.

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- (4) Alignment changes may not exceed a distance of 200 feet between the old and new center lines in any natural resource.
- (5) The activity may not alter more than 300 feet of shoreline (both shores added together) within a mile stretch of any river, stream or brook, including any bridge width or length of culvert.
- (6) The activity may not alter more than 150 feet of shoreline (both shores added together) within a mile stretch of any outstanding river segment identified in 38 M.R.S.A. 480-P, including any bridge width or length of culvert.
- (7) The activity must minimize wetland intrusion. The activity is exempt from the provisions of Chapter 310, the Wetland Protection Rules, if the activity alters less than 15,000 square feet of natural resources per mile of roadway (centerline measurement) provided that the following impacts are not exceeded within the 15,000 square foot area:

- (a) 1,000 square feet of coastal wetland consisting of salt tolerant vegetation or shellfish habitat; or
- (b) 5,000 square feet of coastal wetland not containing salt tolerant vegetation or shellfish habitat; or
- (c) 1,000 square feet of a great pond.

All other activities must be performed in compliance with all sections of Chapter 310, the Wetland Protection Rules, except 310.2(C), 5(A), 9(1), 9(B) and 9(C).

- (8) The activity may not permanently block any fish passage in any watercourse containing fish. The applicant must improve passage beyond what restriction may already exist unless the Department of Inland Fisheries and Wildlife, the Department of Marine Resources, the Atlantic Salmon Authority and the DEP's Division of Environmental Assessment concur that the improvement is not necessary.
- (9) Rocks may not be removed from below the normal high water line of any coastal wetland, freshwater wetland, great pond, river, stream or brook except to the minimum extent necessary for completion of work within the limits of construction.
- (10) If work is performed in a river, stream or brook that is less than three feet deep at the time and location of the activity, with the exception of culvert installation, the applicant must divert flow away from the activity while work is in progress.
  - (a) Diversion may be accomplished by the use of stable, inert material. No more than two thirds (2/3) of stream width may be diverted at one time.
  - (b) Any material used to divert water flow must be completely removed upon completion of the activity, and the stream bottom must be restored to its original condition.
  - (c) A pump may be operated, where necessary, for a temporary diversion. The pump outlet must be located and operated such that erosion or the discharge of sediment to the water is prevented.

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NOTE: Guidance on the appropriate location of a diversion and materials which should be used for a stream diversion can be obtained from the on site Construction Manager.

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- (11) Wheeled or tracked equipment may not operate in the water. Equipment operating on the shore may reach into the water with a bucket or similar extension. Equipment may cross streams on rock, gravel or ledge bottom.
- (12) All wheeled or tracked equipment that must travel or work in a vegetated wetland area must travel and work on mats or platforms.
- (13) Any debris or excavated material must be stockpiled either outside the wetland or on mats or platforms. Hay bales or silt fence must be used, where necessary, to prevent sedimentation. Any debris generated during the activity must be prevented from washing downstream and must be removed from the wetland or water body. Disposal of debris must be in conformance

with the Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Section 1301 et seq.

- (14) Work below the normal high water line of a great pond, river, stream or brook must be done at low water except for emergency work or work agreed to by the resource agencies listed in paragraph 2 above. Measures, such as a silt boom or staked fencing, must be employed to reduce and isolate turbidity.
- (15) Perimeter controls must be installed before the work starts. Disturbance of natural resources beyond the construction limits shown on the plans is not allowed under this rule.

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NOTE: Guidance on the location of construction limits can be obtained from the on site Construction Manager.

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- (16) The use of untreated lumber is preferred. Lumber pressure treated with chromated copper arsenate (CCA) may be used, provided it is cured on dry land in a manner that exposes all surfaces to the air for a period of at least 21 days prior to construction. Wood treated with creosote or pentachlorophenol may not be used where it will contact water.
- (17) A temporary road for equipment access must be constructed of crushed stone, blasted ledge, or similar materials that will not cause sedimentation or restrict fish passage. Such roads must be completely removed at the completion of the activity. In addition, any such temporary roads which are in rivers, streams or brooks, must allow for a passage of stormwater flows associated with a 10-year storm.
- (18) Soil may not be disturbed during any period when soils are saturated due to rain or snow melt, except as necessary to protect work in progress or as required for bridge maintenance activities. Areas where soils are saturated (i.e. water drips from the soil when squeezed by hand, or the soil is capable of being rolled into a rod 1/8th inch in diameter that does not crumble) must be immediately mulched if they are disturbed.
- (19) Disturbed soil must be protected within one week from the time it was last actively worked, and prior to any storm event, using temporary or permanent measures such as the placement of riprap, sod, mulch, erosion control blankets, or other comparable measures.
- (20) Hay bale or straw mulch, where used, must be applied at a rate of at least one bale per 500 square feet (1 to 2 tons per acre).
- (21) If mulch is likely to be moved because of steep slopes or wind exposure, it must be anchored with netting, peg and twine, binder or other suitable method and must be maintained until a catch of vegetation is established over the entire disturbed area.
- (22) In addition to the placement of riprap, sod, erosion control blankets or mulch, additional steps must be taken where necessary to prevent sedimentation of the water. Evidence of sedimentation includes visible sheet, rill or gully erosion, discoloration of water by suspended particles and/or slumping of banks. Silt fences, staked hay bales and other sedimentation control measures, where planned for, must be in place prior to the commencement of an activity, but must also be installed whenever necessary to prevent erosion and sedimentation.

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NOTE: Guidance on the location and proper installation of erosion control measures can be obtained from the on site Construction Manager.

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- (23) Temporary erosion control measures must be maintained and inspected weekly until the site is permanently stabilized with vegetation or other permanent control measures. Erosion control measures must also be inspected immediately prior to and following storms.
- (24) Permanent erosion control measures protecting all disturbed areas must be implemented within 30 days from the time the areas were last actively worked, or for fall and winter activities by the following June 15, except where precluded by the type of activity (e.g. riprap, road surfaces, etc.). The permanent erosion control measures must be maintained.
- (25) The applicant shall immediately take appropriate measures to prevent erosion or sedimentation from occurring or to correct any existing problems, regardless of the time of year.
- (26) Non-native species may not be planted in restored areas.
- (27) Disposal of debris must be in conformance with Maine Hazardous Waste, Septage and Solid Waste Management Act, 38 M.R.S.A. Sections 1301 et seq.
- (28) Disturbance of vegetation must be avoided, if possible. Where vegetation is disturbed outside of the area covered by any road or structure construction, it must be reestablished immediately upon completion of the activity and must be maintained.
- (29) A vegetated area at least 25 feet wide must be established and maintained between any new stormwater outfall structure and the high water line of any open water body. A velocity reducing structure must be constructed at the outlet of the stormwater outfall that will create sheet flow of stormwater, and prevent erosion of soil within the vegetated buffer. If the 25 foot vegetated buffer is not practicable, the applicant must explain the reason for a lesser setback in writing. Approval from the DEP must be in writing and any recommendations must be incorporated into the activity.

**C. Definitions.** The following terms, as used in this chapter, have the following meanings, unless the context indicates otherwise:

- (1) Diversion. A rerouting of a river, stream or brook to a location outside of its established channel.
- (2) Fill. a. (verb) To put into or upon, supply to, or allow to enter a water body or wetland any earth, rock, gravel, sand, silt, clay, peat, or debris; b. (noun) Material, other than structures, placed in or immediately adjacent to a wetland or water body.
- (3) Floodplain wetlands. Freshwater wetlands that are inundated with flood water during a 100-year flood event based on flood insurance maps produced by the Federal Emergency Agency or other site specific information.
- (4) Riprap. Rocks that are fit into place, usually without mortar, on a slope as defined in the State of Maine, Department of Transportation, Standard Specifications for Highway and Bridges, revision of April 1995.

